

WARD NO. : 7/16
 VILLAGE : BELAVALI
 SURVEY NO. : 7 A
 HISSA NO. : 4 PART
 PLOT NO. : 13, 14 & 15
 FLAT & FLOOR :
 AREA :
 AGREEMENT VALUE :
 MARKET VALUE :

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE, MADE, ENTERED AND EXECUTED INTO ON THIS DAY OF 2016 AT BELAVALI, BADLAPUR, TALUKA AMBARNATH, DISTRICT THANE.

BETWEEN

M/S. DATAR CONSTRUCTIONS, having address at 5, Morya Niwas, Chincoli Bunder Road, Malad (W), Mumbai 400 095, through its Proprietor, **MR. SALEEM A. SHAIKH**, Age 47 years, hereinafter referred to as "DEVELOPER" (Which expression unless repugnant to the context shall means and includes the heirs, successors, executors, administrators and assigns etc) of **THE ONE PART**.

AND

(1) MR/MRS.....

Age years, Occupation Service/Business,

(2) MR/MRS.....

Age years, Occupation Service/Business,

residing at

hereinafter referred to as "THE PURCHASER" (Which expression , unless repugnant to the context shall means and includes his/her/their

heirs, executors administrators successors and assigns etc) of THE OTHER PART.

WHEREAS,

- (a) Originally **MR. KANU BHAU GAIKWAD** was the recorded owner of the piece and parcel of Plot of land bearing Plot No. 13, Survey No. 7A, Hissa No. 4 part area admg 600sq.yards and Plot No. 14 and 15, Survey No. 7A, Hissa No. 4 part, area admg 1264sq.yards, (now on 7/12 extract it reflects 998.36sq.mtrs) lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the Municipal Limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance, Ulhasnagar II and District Thane, hereunder for the sake of brevity referred to as the "**SAID PROPERTY**".
- (b) The said **MR. KANU BHAU GAIKWAD** by an Agreement dated 17.12.1965 sold the piece and parcel of Plot of land bearing Plot No.14 and 15, Survey No. 7A, Hissa No. 4 part, area admg 1264sq.yards, (now on 7/12 extract it reflects 998.36sq.mtrs) lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the Municipal Limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance, Ulhasnagar II and District Thane to **MR. NIKHIL CHANDRA SOM**, duly registered under serial No. 2501/1965.
- (c) The said **MR. KANU BHAU GAIKWAD** by an Agreement dated 23.06.1966 sold the piece and parcel of Plot of land bearing Plot No.13, Survey No. 7A, Hissa No. 4 part, area admg 600sq.yards and lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the Municipal Limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance, Ulhasnagar II and District Thane to **MR. NIKHIL CHANDRA SOM**, duly registered under serial No. 1984/1966.
- (d) The said **MR. NIKHIL CHANDRA SOM** through his C.A. **MRS. PRATIBHA J. CHAKARVORTY** by an Agreement dated 24.05.1995, sold the piece and parcel of Plot of land bearing Plot No. 13, Survey No. 7A, Hissa No. 4 part, area admg 548.64sq.mtrs i.e 600sq.yards, (now on 7/12 extract it reflects 501.66sq.mtrs) lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the Municipal Limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance, Ulhasnagar II and District Thane to **MS. SHAKUNTALA CHAKARVORTY**, duly registered

under serial No. 904/1995, since it was impound, it was regularized and Registered on 20.06.2008,

- (e) The said **MR. NIKHIL CHANDRA SOM** through his C.A. **MRS. PRATIBHA J. CHAKARVORTY** by an Agreement dated 12.05.1997, sold the piece and parcel of Plot of land bearing **Plot No.14 and 15, Survey No. 7A, Hissa No. 4 part, area admg 1264sq.yards, (now on 7/12 extract it reflects 998.36sq.mtrs)** lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the Municipal Limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance, Ulhasnagar II and District Thane to **MS. SHAKUNTALA CHAKARVORTY**, under serial No. 1324/1997, since it was impound, it was regularized and Registered on 17.05.2007.
- (f) Originally **MR. AJITKUMAR SHASHIMOHAN GHOSH** was the recorded owner of the piece and parcel of Plot of land bearing Survey No. 7A, Hissa No. 5 part area admg 556.85sq.mtrs and Mr. Montukumar Satyaranjan Ghosh was the recorded owner of the piece and parcel of Plot of land bearing Survey No. 7A, Hissa No. 5 part area admg 560.01sq.mtrs lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the Municipal Limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance, Ulhasnagar II and District Thane, hereunder for the sake of brevity referred to as the "**SAID PROPERTY**".
- (g) The said **MR. AJITKUMAR SHASHIMOHAN GHOSH**, by Conveyance Deed dated 14.08.2006, sold the piece and parcel of Plot of land bearing Survey No. 7A, Hissa No. 5 part, area admg 556.85sq.mtrs, lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the Municipal Limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance, Ulhasnagar II and District Thane to **MS. SHAKUNTALA CHAKARVORTY and MR. SUBIR CHAKARVORTY**, which is duly Registered on 14.08.2006 under serial No. 2826/2006.
- (h) The said **MR. MONTUKUMAR SATYARANJAN GHOSH** through his Power of Attorney holder **MR. AJITKUMAR SHASHIMOHAN GHOSH**, by Conveyance Deed dated 14.08.2006, sold the piece and parcel of Plot of land bearing Survey No. 7A, Hissa No. 5 part, area admg 560.01, lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the Municipal Limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance, Ulhasnagar II and District Thane to **MS. SHAKUNTALA**

CHAKARVORTY and MR. SUBIR CHAKARVORTY, which is duly Registered on 14.08.2006 under serial No. 2825/2006.

- (i) The said **MR. MONTUKUMAR SATYARANJAN GHOSH** through his Power of Attorney holder **MR. AJITKUMAR SHASHIMOHAN GHOSH**, executed a Declaration and Rectification deed both dated 21.11.2008, in respect of the name of **MR. MONTUKUMAR SATYARANJAN GHOSH** instead of **MR. MOTUKUMAR SATYARANJAN GHOSH** in the Conveyance Deed dated 14.08.2006, duly registered under serial No. 2825/2006 and 2826/2006.
- (ii) The said **MS. SHAKUNTALA CHAKARVORTY and MR. SUBIR CHAKARVORTY** came into the records of the aforesaid property and latter on by an **Development Agreement dated 29.04.2010**, she for herself and on behalf of **MR. SUBIR CHAKARVORTY** jointly granted the development rights of the said property in favour of Developers, which is duly Registered on 29.04.2010, under serial No.4004/2010.
- (k) The said **MS. SHAKUNTALA CHAKARVORTY also for herself and on behalf of MR. SUBIR CHAKARVORTY**, jointly in support of the said Development Agreement executed a Power of Attorney dated 29.04.2010, in favour of Developers, which is duly Registered on 29.04.2010, under serial No.4005/2010.
- (l) The Developers have enter into the standard agreement with Architect registered with the council of Architects and such agreement is as per the prescribed agreement by the council of Architects. The Developers have also appointed a structural Engineer for the preparation of structural designs and drawing of the said building and the Developers have accepted the professional supervision of the said Architect and Structural Engineer till the completion of the said building.
- (m) That the Developers amalgamated the said property and through its Architect, Raj & Associates applied for commencement certificate of building to be constructed on the said property with Kulgaon-Badlapur Municipal Council and the building plans, elevation, sections specifications and the details of the building plans have been sanctioned/revised/amended by Kulgaon- Badlapur Municipal Council vide their respective letters No. **K.B.N.P/B.P/1651-201**, dated **19.10.2010**, the building permissions/ Commencement certificate and constructed the building namely **DATAR ENCALVES** upon the Survey No. 7A, Hissa No. 5 part, area admg 556.85sq.mtrs and Survey No. 7A, Hissa No. 5 part, area admg 560.01sq.mtrs, lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the Municipal Limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance, Ulhasnagar II and IV and District Thane and latter on

get revised the said plan by amalgamating the property i.e Survey No. 7A, Hissa No. 4 part, Plot No. 13 area admg 501.66 sq.mtrs and Survey No. 7A, Hissa No. 4 part, Plot No. 14 & 15, area admg 998.36 sq. mtrs lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the Municipal Limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance, Ulhasnagar II and District Thane and obtained the Commencement Certificate revised by Kulgaon Badlapur Municipal Council on 06.05.2016, bearing No. **KBNP/NRV/BP/3633-19/2016-2017 UNIQUE NO. 19.**

- (n) In view of the aforesaid the Developers are entitled to develop the Said Property. The Title of the said property in the hand of Promoter/Builder have been certified by Advocate, Mr. Kishor R. Nemade, vide his title certificate dated 11.11.2010.
- (o) The Developers got converted the said agriculture plot of land into Non-agriculture use from the Collector of Thane vide their Order bearing No. **MAHSUL/K-1/T-14/NAP/SR-149/2010 DATED 22.11.2011**
- (p) The Developers alone are entitled to develop the said property and have sole and exclusive rights to sell the FLAT in the buildings to be constructed on the said property and to enter in to the agreements with the prospective purchasers thereof and to receive the sale price in respect thereof.
- (q) The Developers have commenced to construct on the said property a multi-storied building of ground and upper floors in accordance with the sanctioned plans.
- (r) The Purchaser has approached to the Promoter/Builder for purchasing the FLAT in the proposed building to be constructed on the said property and further has demanded from the Developers and the Developers have given the inspection of all the documents of the title, the sanctioned plan, designs, specifications and sections and all such other documents.
- (s) The Purchaser has satisfied him/herself about the title to the said property in the hands of the Developers and has accepted the title certificate and the Purchaser hereby confirms that he/she shall not be entitled to raise any requisition or objection or have any dispute in that behalf.
- (t) The Purchaser has applied to the Developers for the allotment of FLAT being No. admeasuringsq.ft i.e sq.mtrs (built up) on FLOOR, in the building known as **"DATAR HEIGHTS"**, to be constructed on the said property at the price and upon the terms and conditions appearing hereunder.

- (u) The parties hereto are desirous to record all those agreed settled and decided terms and conditions between them as under.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO UNDER :

1. The Developers shall construct a building of ground and upper floors to be named as **"DATAR HEIGHTS"**, on the said property known as Survey No. 7A, Hissa No. 4 part, Plot No. 13 area admg 501.66 sq.mtrs and Survey No. 7A, Hissa No. 4 part, Plot No. 14 & 15, area admg 998.36 sq. mtrs lying and situated at Village Belavali, Taluka Ambarnath, Dist Thane within the Municipal Limits of the Kulgaon Badlapur Municipal Council as also within the Registration limits of the Sub-Registrar of Assurance, Ulhasnagar II and District Thane, (hereinafter referred to as **"THE SAID PROPERTY"**) in accordance with the plans, designs, specifications approved by Kulgaon- Badlapur Municipal Council and which have been seen and approved by the Purchaser with such verifications approved by Purchaser as the Developers may consider necessary or as may be required by the concerned local authority/govt. The Purchaser is hereby consent to such verification necessary building permission has been granted by the Kulgaon-Badlapur Municipal Council.

2. The Purchaser has agreed to purchase from the Developers and the Developers have also agreed to sell to the Purchaser a FLAT being No. admeasuring sq.ft i.e sq.mtrs (built up) on FLOOR, in the building known as **"DATAR HEIGHTS"** (which is inclusive of area of balcony, staircase and common passages to be constructed on the said property and shown as typical floor plan annexed hereto referred to as **"THE SAID FLAT"** for the Sale consideration of Rs./- (Rupees Only) inclusive of the proportionate price of the common area, and facilities are more particularly described in the Schedule hereunder written. The Purchaser hereby agrees to pay to the Developers the said consideration price in the following manner.
 - a. 05 % Being earnest and part payment of sale Consideration
 - b. 15 % on or before completion of plinth.
 - c. 10 % on or before completion of I nd Slab.
 - d. 10 % on or before completion of II rd Slab.
 - e. 10 % on or before completion of III rd Slab.
 - f. 10 % on or before completion of IV rd Slab.
 - g. 10 % on or before completion of brick work.
 - h. 10 % on or before completion of inner plastering work.
 - i. 10 % on or before completion of outer plastering work.
 - j. 05 % on completion of Electric, Plumbing and fitting work.
 - h. 05 % At the time of Possession of The said Flat.

The Purchaser shall pay the amounts as aforesaid on the due dates without fail and without any delay or default as the time in respect of said payment is of essence of the contract. The Developers will forward to the Purchaser intimation of the Developers having carried out the aforesaid work at the address given by the Purchaser in this agreement and the Purchaser will be bound to pay the amount of installments within eight days of Developers dispatching such intimation under certificate of posting at the address given herein.

3. It is agreed that the Purchaser shall be entitled to the common area and abilities alone with the said FLAT and the nature, extent and description of such common area and facilities appurtenant which the Purchaser will enjoy in the common area and facilities appurtenant to the said FLAT to be sold is set out in the schedule hereunder written.
4. The Developers hereby agreed to observe perform and comply with the terms and conditions stipulations, if any which may have been imposed by the concerned local Authority at the time of sanctioning the said building plans or thereafter and before handing over the possession of the said FLAT to the Purchaser, the Developers shall apply for occupation certificate from the concerned local Authority and also for the completion certificate in respect of the said building.
5. The Purchaser confirms that the Developers have given to the Purchaser, a full free and complete inspection of all the documents of title relating to the said property, the said sanctioned plans, designs and specification and of such other documents as are specified under the provisions of The Maharashtra Ownership of Flats (Regulation of the promotion of construction sale management and Transfer) Act 1963 and the rules made thereunder.
6. The Title of the said property in the hands of Developers have been certified and the Purchaser confirms that the Purchaser shall not be entitled to raise any requisition or objection as to the title of the said property.
7. It is expressly agreed that the FLAT shall contain (Save and except Garage, car Parking Space, area covered under still) specifications, fixtures, fittings and amenities as set out in the schedule hereunder written and the Purchaser further confirms that the Developers shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said FLAT.
8. The Purchaser shall use the said FLAT or any thereof or permit the same to be used only for the purpose that may be permitted by the concerned local authority the Purchaser shall not use the said FLAT for such purpose which may or is likely to cause nuisance or annoyance to the occupants of the neighboring FLAT.

9. The Developers shall be entitled to sell the FLAT in the said building for the purpose of using the same as Bank, dispensaries, nursing homes maternity homes, coaching classes, restaurants hotels etc. or non-residential purpose and the Purchaser shall not object to the use of the other premises in such building for aforesaid purpose by the Purchasers thereof.
10. The Purchaser undertake and confirms that the installments payable by the Purchaser under these presents shall be paid on the due dates without any delay or default as the time in respect of payments of installments and in respect of all amounts payable under these presents by the Purchaser to the Developers are the essence of the contract if the Purchaser make delay or default in making payment of any of the installments of amounts the Developers shall be entitled to the interest at the rate of 24% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Developers without prejudice to their other rights in lay and under these presents. It is further agreed that on the Purchaser committing default in payment on the date of any amount due and payable by the Purchaser to the Developers under these Agreement (including his/her proportionate share of taxes levied by the Concerned Local Authority and other outgoing) and/or the Purchaser committing breach of any of the terms and conditions herein contained, in that event the Developers shall be at liberty at their option to terminate this agreement and to forfeit the money paid by the Purchaser under this agreement and further to dispose and/or sale, transfer the premises at such price and on such terms and conditions as the Developers may in their absolute discretion think fit.
11. Subject to the provisions in this behalf contained in the agreement the Developers will sell all the FLAT in the said building on ownership basis with a view ultimately that the Purchasers of all the premises in such building should form themselves in to a Co-op. Housing Society or Apartment of all the Purchasers of the said Act. and upon the Purchasers of all the FLAT in such building payable in full their respective dues payable by them and complying with all the terms and conditions of their respective agreement with Developers, the Developers shall subject to such permission of such Authority and if may be necessary under any law for the time being in force shall convey or cause to be conveyed the said property of the building which is being constructed thereon in favour of such Co-op. Housing Society or Apartment.
12. Subject to the Purchaser making full payment of the sale price of the said FLAT and all other amounts hereunder payable by him to the Developers, the Developers shall give possession of the said FLAT to the Purchaser within period after completion of the building, further the Developers shall be entitled to reasonable extension of time for giving delivery of the FLAT on the aforesaid date if the completion of the said building is delayed on account of :-

- i. non-availability of steel and other building materials, water or electricity.
 - ii. War, Civil commotions or act of God.
 - iii. any notice, order, rule, notification of Government and/or Public competent Authority.
 - iv. delay in issue of occupation Certificate or building completion certificate by Municipal Authority. It is agreed that upon refund of the said amount together with interest as stated hereinabove the Purchaser shall have no right, title interest, claim, demand or dispute of any nature whatsoever either against the Developers or against the said FLAT or against the said property in any manner whatsoever and the Developers shall be entitled to deal with or dispose off the said FLAT to any person or party as the Developers may desire in their absolute discretion.
13. The Purchaser also agree to pay if price or rates of building material cement steel wood etc. increased in market and that extra expenditure will be borne by Purchaser proportionately and according to its share coming to each Purchaser.
 14. The Purchaser shall take possession of the said FLAT within 15 (Fifteen) days of the Developers giving a written notice to the Purchaser intimating that the FLAT is ready for the use and occupation.
 15. The Purchaser along with other Purchasers of the FLAT in the building shall join in forming and registering a Society or Apartment of the said building and for this purposes also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Co-op Housing Society or Association and for becoming a member, including the bye-laws of the proposed society and duly filled in, sign, and return to the Developers within seven days of the same being forwarded by the Developers to register the organization of the FLAT Purchasers. No-objection shall be given by the Purchaser if any changes or modifications are required to be made in the draft bye-laws as may be required by the Registration Authority.
 16. The Developers have made full and true disclosure of the nature of their rights to the said property as well as encumbrances if any, including any right title, or interest or claim of any person or party over the said property. The Developers shall convey or cause to be conveyed to the Co-op Housing Society or Apartment of all the FLAT Purchasers of the said building, clear and marketable title to the said property and execution of the document of transfer the same by the Developers in favour of such Society or Apartment of all the Purchasers of the said building.

17. Commencing a fortnight after notice in writing is given by the Developers to the Purchaser that the said FLAT is ready for the use and occupation, the Purchaser shall be liable to bear and pay to the Developers his/her proportionate share (i.e. in proportion to the floor area of the said FLAT.) of all outgoing in respect of the said property and the proposed building including local taxes, cesses and rates betterment charges or other such taxes levied by the concerned local authority and/or Govt. water charges, insurance charges, common lights, repairs salaries to clerk, bill collectors, watchman and sweeper, maintenance of the said building till the said property is transferred to the society or Apartment of the all the FLAT Purchasers, the Purchaser shall pay to the Developers the proportionate share of the all the FLAT Purchasers, the Purchaser shall pay to the Developers the proportionate share of the outgoing as may be determined the Purchaser shall pay to the Developers the provisional monthly contribution of Rs. 500/- per month towards such outgoing and taxes. The amount so paid by the Purchaser to the Developers shall not carry any interest thereon and remain with the Developers till the conveyance or necessary document of transfer is executed in favour of Society or Apartment of all Purchasers of the said building, Subject to the provisions of Section 6 of the Maharashtra Ownership FLAT Act 1963 on such conveyance or other necessary documents of transfer being executed the aforesaid deposits (less deductions provided for herein) shall be paid over by the Developers to the society. The Purchaser shall undertake to pay such provisional monthly contribution and such proportionate share of outgoing and charges regularly on or before 7th day of each and every month in advance and shall not withheld the same for any reason whatsoever.
18. The Purchaser shall on or before taking possession of the said FLAT from the Developers deposit and keep deposited with the Developers the required amount towards the legal Charges, registration of Society, security for proportionate share of taxes and other out goings and charges, Electric Meter deposits and other M.S.E.B Charges and water connection.
19. Notwithstanding anything contained in this agreement the Purchaser hereby agrees to contribute and pay his proportionate share towards the costs charges, expenses, municipal taxes and other outgoing in respect of the items specified in the schedule hereunder written. Such share shall be determined by the Developers having regard to the area of the said FLAT.
20. The Purchaser for him/her self with the intention to bind all person unto whosoever's hands the said FLAT may come doth hereby covenant with the Developers as follows:-
 - a) To maintain the said FLAT at the Purchaser's own costs and in good and tenantable conditions and repair from the date on which the possession of the said FLAT is taken and shall not do or suffer to be done anything in or to the said building its passage, staircase which

may be against the rules, regulations or bye-laws of the concerned local authority or any other authority or change or alter or make additions in or to the building in which the said FLAT is situated and the said FLAT itself or any part thereof.

- b) Not to store in the said FLAT any goods which are of hazardous, congestible or dangerous in nature or which are so heavy as to damage the construction of the structure of the said building or storing of which goods is objected to be concerned local or other authority and shall not carry or cause to be carried any heavy packages which may damage or is likely to damage the staircase, common passages or any other structures of the building including its entrances. In case any damage is caused to the said building or said FLAT on account of negligence or default of the Purchaser in this consequences thereof and the same shall be treated as breach of condition.
- c) To carry out at his/her own cost all internal repairs to the said FLAT and maintain the said FLAT in the same condition, stated and order in which it was delivered by the Developers to the Purchaser and shall not do or suffer or cause to be suffered any thing in or to the said building or the said FLAT which may contravenes the rules and regulations and bye-laws of concerned local authority. In the event of the Purchaser committing an act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority, and /or other public authority.
- d) Not to demolish or cause to be demolished the said FLAT or any part thereof, not at any time make or cause to be made any additions or alterations of whatsoever in nature in or to the said FLAT or any part thereof nor any alteration in elevation and outside colour scheme of the said building and shall keep the portion of sewers, drains, pipes of the said FLAT and appurtenances thereto in good and tenantable repairs and conditions and in particularly so as to the supports, shelters, and protect the other parts of the said building and shall not change or in any other manner damage the columns, beams, walls slabs or R.C.C. pardis or other structural member of the said FLAT without the prior written permission of the Developers and or society or Association of FLAT Purchasers.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said building or any part thereof or whereby any increased premium shall become payable in respect of such insurance.
- f) Not to throw dirt, rubbish, rage, garbages or other refuses or permit the same to be done and/or throw from the said FLAT in the compound or any portion of the said property and the said building
- g) Pay to the Developers within seven days of demand by the Developers, his/her share of security deposits demanded by concerned by local

authority or Govt. for giving water, electricity or any other service in connection with the said building.

- h) Without prejudice to the consequences or liability that may arise in that event the Purchaser shall 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 Govt. public Authority on account of change of user of the said FLAT by the Purchaser, viz. user of any purpose for other than residential purpose.
 - i) The Purchaser shall not let, sub-let, transfer, assign, or part with the Purchaser's interest or benefit under the agreement or part with the possession of the said FLAT till all the dues payable by the Purchaser to the Developers under this agreement are fully paid by and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has intimated in writing to Developers and have obtained permission in writing to that effect from Developers
 - j) The Purchaser shall observe and perform all the rules and regulations which the Association may adopt its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and FLAT therein and for the observance and performance of the building rules and regulation and bye-laws for the time being of the concerned local authority and/or Govt. and any other public authority on account of change of user of the said FLAT by the Purchaser. The Purchaser shall also observe and perform all the stipulation and conditions laid down by the society regarding the occupation and use of FLAT in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoing in accordance with the terms and condition of this agreement.
 - k) Till the conveyance or any other document of transfer of said building with the said property is executed in favour of the Co-op. Society or Association of all the FLAT Purchaser shall permit the Developers and their servants agents with or without workman and others at all reasonable times enter into and upon the said FLAT and the said building and the said property or any part thereof to view and examine the state and condition thereof.
 - l) The Purchaser hereby agreed that if at any time in future the Floor space Index at present applicable to the said property is increased, such increase shall ensure for the benefit of the Developers alone without any rebate to the Purchaser.
21. At the time of registration of conveyance or any document or instrument of transfer of the said property in favour of the Society or Association of all the FLAT Purchasers of the said building, all the Purchasers shall pay to Developers their share respectively of stamp

duty and registration charges and all other costs incidental thereto payable if any by the society/Association on the conveyance or any document or instrument of transfer in respect of the said property and the building thereon.

22. Provided it does not in any way effect by prejudice, rights of the Purchaser in respect of the said FLAT Developers shall be at liberty to sell, assign, transfer or otherwise deal with their right title and interest in the said property.
23. The Purchaser and the person to whom the said FLAT is permitted to be transferred shall from time to time, sign all applications, paper, and documents and to all acts, deeds and things as the Developers or the society of the said building may require.
24. The Purchaser and the persons to whom the said FLAT is permitted to transfer with the written consent of the Developers shall observe and perform all the provisions of the bye-laws and /or the rules and regulations of the society or the Association of all the Purchasers of the said building as and when registered and the additions, alterations and amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws for the time being of Kulgaon-Badlapur Municipal council and other local and/or public bodies. The Purchaser and the person to whom the said FLAT is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such Society and Association regarding the occupations and use of the said FLAT the said property and shall pay and contribute regularly and punctually towards rates, cess, taxes and other expenses and all other outgoings.
25. The Advocate of Developers shall prepare the conveyance and all other documents to be executed in pursuance of these presents as also the bye-laws of the Society or Association and all costs charges and expenses in connection with the preparation and execution of the conveyance and other documents and formation or registration of Society / Association of all FLAT Purchasers of the said building the same shall be borne and paid by all the Purchasers of the FLAT in the said building and the said property.
26. Even after the execution of conveyance in respect of the said property if any additional construction is available by way of additional F.S.I. or balance/ residual F.S.I then the Developers shall be entitled to put up such additional construction at their cost and to sell the tenements thereon on ownership basis. The Co-operative society or Apartment or company or Association to be formed by the Purchaser of the FLAT shall admit the Purchaser of such tenements as its members.
27. The stamp duty and registration charges, Vat charges, Service Tax together with the incidental charges and expenses of this agreement

and any other Government Charges shall be borne and paid by the Purchaser alone.

28. All notices to be served on the Purchaser as contemplated under this agreement shall be deemed to have been duly served if posted to the Purchaser under certificate of posting at his/her above mentioned address.
29. Any delay tolerated or ignorance shown by the Developers in enforcing the terms of this agreement or any forbearance of giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers of any breach 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 Developers.
30. Nothing contained in these present shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over the said plot and the said FLAT or any part thereof and such conference to take place only upon the execution of the conveyance in favour of a co-operative society or associations of all premises in the said building as herein stated.
31. It is specifically agreed by and between the parties that the Purchaser and FLAT Purchasers of the said building have no rights title interest in respect of the Stilt, and the terrace of the building and same shall always belongs to the Developers, the Developers may dispose off the same as per their will.
32. The Purchaser shall have no claim, save and except in respect of the particular premises, Common area and facilities and limited common area and facilities hereby agreed to be acquired i.e. all other areas including terrace etc. will remain the property of the Developers until the whole of the said property together with the said building thereon is transferred to the Society or the Association of all FLAT Purchasers of the said building as herein provided subject to the rights of the Developers as contained in this.
33. The Purchaser shall at no time demand partition of this interest in the said building and/or the said property. It is being hereby agreed and declared by the Purchaser that his/her interest in the said building and the said property is impartible.
34. The Developers shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this agreement shall have a first lien and charge on the said FLAT agreed to be purchased by the Purchaser.
35. It is expressly agreed that the Developers shall be entitled to put hoarding/s on the said property or in and/or on the building on the said property or any part thereof and such hoarding/s may be

illuminated or comprising of neon sign and for that purpose the Developers are fully authorized to allow temporary or permanent construction or execution in installation either on the exterior of the said building or on the said property, as the case may be and the Purchaser agrees not to object or dispute the same.

36. It is agreed that the Developers shall be entitled without effecting the rights of the Purchaser to the said FLAT including the area thereof to revise the building plans in respect of the said building and to utilize the total FSI available in respect of the said property as the Developers may desire and the Purchaser hereby irrevocable consent to the right of the Developers to modify the building plans in respect of the said property from time to time.
37. It is agreed that the said building shall always be known as " **DATAR HEIGHTS** ", and the name of the Society or the Association of all FLAT Purchasers of the said building to be formed and shall bear the said name of building, and the same shall not be changed without the written permission of Developers.
38. In the event of any Society or the Association of all FLAT Purchasers of the building being formed and registered before the sale and disposal by the Developers of all the FLATS, the power of attorney of such Society or the Association of all the FLAT Purchasers of the said building and all the FLAT Purchaser shall be subject to over all authority and control of the Developers in respect of all the matters concerning the said building and in particular, the Developers shall have absolute authority and control as regards unsold FLAT and the disposal thereof. PROVIDED ALWAYS AND the Purchaser hereby agrees and confirm that in the event of the said Society and the Association being formed earlier than the Developers deal with or dispose of all the FLAT in the said building on the said property then in that event any allottee or Purchaser of the premises from the Developers shall be admitted to such Society or the Association on being called upon by the Developers without payment of any premium of additional charges save and except Rs. 500/- as the share money and Rs. 100/- as entrance fee and such allottee or transferee thereof shall not be discriminated or treated prejudicially by such Society or the Association, as the case may be.
39. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace of FLAT, if any, in the said building shall belong exclusively to the respective Purchaser of the terrace FLAT and such terrace space are intended for the exclusive use of the respective terrace 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 Developers or the Society or Association of apartment owners as the case may be.

40. The Developers shall not be liable to any loss that may be caused on account of change of laws, acts rules and regulation and the Purchaser/s shall be liable to bear such loss.
41. This agreement shall always be subject to the provisions of the Maharashtra Ownership FLAT Act, 1963 and the rules made thereunder.

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

THE SCHEDULE OF THE SAID FLAT

- 1) FLAT NO. :
- 2) AREA : Sq.ft. (..... Sq.mtrs.)
(Built-up/Carpet)
- 3) NAME OF BLDG. : "DATAR HEIGHTS",
- 4) ADDRESS : Jadhav Colony, Belavali,
Badlapur (W).

(Which is inclusive of area of balcony, staircase and common passages)

THE SCHEDULE OF THE SAID PROPERTY

- 1) VILLAGE : Belavali, Badlapur (W).
- 2) SURVEY/HISSA NO. : 7A/4 Part
- 3) PLOT NO. : 13, 14 & 15
- 3) AREA : 501.66 sq.mtrs and 998.36 sq.mtrs
- 4) TAL & DIST : Ambarnath & Thane

within the limits and jurisdiction of Kulgaon Badlapur Municipal Council, in the Registration District of the Thane and the Sub - Registration District of Ulhasnagar - 2 and 4.

SCHEDULE OF COMMON AREAS AND FACILITIES

Proportionate equal right to the immediate area before main door after the landing on the said floor or the said FLAT, prorate rights alongwith all purchasers of the FLAT in the said property in limited common areas and facilities i.e. Staircase and its landing.

SIGNED, SEALED AND DELIVERED BY)
 within named **PROMOTER/ DEVELOPER**)
M/S. DATAR CONSTRUCTION)
 through its **PROPPRIETOR**)
MR. SALEEM A. SHAIKH)
PAN CARD NO. AZAPS2203E)

AND

SIGNED, SEALED AND DELIVERED)
 By within named **PURCHASER**)
(1) MR/MRS.....)
.....)

(2) MR/MRS.....)
.....)
 in the presence of)
PAN CARD NO.)

WITNESSESS:-

1. NAME :
 ADD :

2. NAME :
 ADD :

RECEIPT

RECEIVED, from the withinnamed Purchaser in respect of the aforesaid transaction a sum of Rs. /- (Rupees only) being the amount of earnest money paid or to be paid by him/her to us withinnamed as under.

Sr.No.	Date	Amount	Cash /Cheque	Name of Bank
1.				
2.				
3.				
Total Rs. /- (Rupees only)				

We Received Rs. /-

FOR M/S. DATAR CONSTRUCTIONS

Proprietor