

Nature of Document	Agreement for Sale of Flat
Registration Details	Registrable Name of S.R.O. <b>Ulhasnagar -3</b>
Franking Unique No.	
Property Description in brief	Flat/Shop No. ____, Area ____ Sq. Meters equivalent to ____ Sq. Feet (Carpet) Survey No. 85, Hissa No.2/B, Area Admeasuring about 670 Sq. Meters, Revenue Assessment Rs. 1.23 Paisa, lying and situated at Village Jawsai, Ambernath (W), Taluka – Ambernath, Dist – Thane
Consideration Amount	Rs._____/ - (Rupees ----- ----- only)
Stamp Purchasers Name	Mr. _____
Name of other party	M/s S. A Singh Builder and Developers
If through Name & Address	
Stamp Duty Amt. (In words)	Rs_____/ - (Rupees _____only)
Authorized Person’s full Signature & Seal	

### AGREEMENT FOR SALE

This Article of Agreement made At Ambernath, Taluka, AMBERNATH on this \_\_\_\_\_Day of \_\_\_\_\_ 2017

#### BETWEEN

M/s S. A Singh Builder and Developers, (Pan No. \_\_\_\_\_) A Partnership Firm, having its office at Shop No. 20, Laxmi Narayan Shopping Center, K. B, Road, Ambernath, Dist – Thane, through its one of partner Mr. Shubhkaran Amrej Singh hereinafter called and referred to as the "BUILDER/DEVELOPER/PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners constituting the said firm from time being its successors, survivors, executors, administration and assigns) the PARTY OF THE FRIST PART.

#### AND

1. MR. \_\_\_\_\_aged about \_\_\_\_ Years, Occ- Service (Pan no. \_\_\_\_\_),
2. MR. \_\_\_\_\_ aged about \_\_\_\_ Years, Occ- (Pan no. \_\_\_\_\_), R/at \_\_\_\_\_, hereinafter called and referred to as "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, administration and assigns) THE PARTY OF THE SECOND PART.

WHEREAS the Owner/Vendor namely Shri. Yawant Babu Gawale own and possess otherwise well and sufficiently entitle to all that piece and parcel of Non Agricultural Land property bearing Survey No. 85, Hissa No.2/B (Old Hissa No. 2 (P), Area Admeasuring about 670 Sq. Meters, lying and situated at Village Jawsai, Ambernath (W), Taluka – Ambernath, Dist – Thane, within the limits of Ambernath Municipal Council, hereinafter for the sake of brevity called and referred to as "THE SAID PROPERTY" and more particularly described in the first schedule of property herein under written.

AND WHEREAS by an registered Development Agreement dated 16/09/2015, duly registered with Sub-Registrar of Assurance, Ulhasnagar-3 under Serial No. 8192/2015, the said owners Shri. Yashwant Babu Gawale have agreed to sell the development rights in respect of the said property unto M/s S. A Singh Builder and Developers, a Partnership firm of Ambernath, the PROMOTERS/BULIDERS/DEVELOPERS herein.

AND WHEREAS the said owners Shri. Yashwant Babu Gawale, further executed the necessary power of Attorney in favour of Partners of M/s S. A Singh Builder and Developers, which is also registered at the office of Sub-Registrar of Assurances, Ulhasnagar-3 under Serial No. 8193, dated 16/09/2015, for the purpose of development of the said property.

AND WHEREAS necessary building permission and plan have been obtained by the PROMOTERS from the AMBERNATHMUNICIPAL COUNCIL, vide their No. A.N.P./NRV/BP/16-17/1157/8670/60, DATED 22/11/2016, thereby the promoter herein allowed to carry out construction of one building namely **“NEELS RESIDENCY”**, consisting of Part Stilt, Ground plus three upper floors for residential and commercial use on said property on the terms and conditions more particularly mentioned therein.

AND WHEREAS necessary Non Agricultural Conversion permission have been obtained by the OWNERS ADDITIONAL TEHSILDAR N.A, THANE, vide their No. NAA/SR-47 Dated 19/07/1982,

AND WHEREAS after inspection of the documents and plans and permission, the purchaser herein offered to purchase **Flat/Shop No. \_\_\_\_\_ on \_\_\_\_\_ Floor**, for an area admeasuring about \_\_\_\_\_ Sq. Meters Equivalent to \_\_\_\_\_ Sq. Feet (carpet), of the said Building namely **“NEELS RESIDENCY”** at and for price/consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (The consideration and carpet area of said flat/shop is inclusive of area of internal wall admeasuring about \_\_\_\_\_ Sq. Feet and exclusive of the area of Open Terrace admeasuring \_\_\_\_\_, Cup Board area admeasuring about \_\_\_\_\_, balconies admeasuring \_\_\_\_\_ and Ornamental Projection admeasuring \_\_\_\_\_ Sq. Feet, Osla admeasuring about \_\_\_\_\_ Sq. Feet)

AND WHEREAS the BUILDER/DEVELOPER has accepted the said offer made by the Purchaser.

AND WHEREAS the Purchaser has examined the approved plan of the building and floor, the nature and quality of construction, fittings, fixtures, facilities and amenities provided/ to the provided thereto as per the general specifications as well as the restricted and common facilities and amenities.

AND WHEREAS the Purchaser has seen site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same and is further aware that there are several buildings/wings to be constructed on the said property and the BUILDER/DEVELOPER/will be carrying on the construction and completing the building and that as and when the building are completed, the entire flats therein are sold out, the co-operative housing societies of such buildings and accordingly the conveyances of land on which the buildings are constructed will be conveyed to such respective co-operative societies and it shall be the sole discretion of the BUILDER/DEVELOPER to form such societies and to execute the conveyance/s thereof and said fact is being brought to the clear knowledge and notice of the purchasers herein and the purchaser has granted his/her sincere and utmost co-operation in formation such cooperation housing societies and its conveyances thereof and shall not raise objection, hindrances and claims of any nature whatsoever.

AND WHEREAS relying upon the said aforesaid representation, the BUILDER/DEVELOPER agreed to sell the Purchaser a Flat at the price and on the terms and condition herein after appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_; authenticated copy is attached in Annexure 'D-1';

AND WHEREAS the list of amenities, authenticated copy 7/12, authenticated copy of certificate of Title issued by the Advocate of the BUILDER/DEVELOPER to the said property. And the floor plan approved by the municipal authority have been annexed hereto marked as Annexure building respectively.

AND WHEREAS upon completion of the proposed development of the said property as stated above the BULDER/DEVELOPER has agreed to complete sell and cause to convey the said property so developed in favour of the co-operative society of all those several persons (including the purchaser herein) purchasing/ acquiring the respective flats in the said new building as the nominees of the BUILDER / DEVELOPER.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs.....;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure 'E'.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure 'E-1',

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure 'F'

AND WHEREAS the carpet area of the said Flat/Apartment/Shop is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

NOW THIS AGREEMENT WITNEEESTH THAT by the end of \_\_\_\_\_ but subject to the availability of the building materials, government and other restrictions and /or circumstances beyond the control of the BUILDER/DEVELOPER, the BUILDER / DEVELOPER agree to complete the construction of the proposed building/s “**NEELS RESIDENCY**” on the said land particularly described in the schedule hereunder written in accordance with the plans recited above and as per the general specification hereto but subject to such addition ,alteration, modification if any that may be the government local planning authorities from time to time till the completion of the proposed development of the said property and the BUILDER/DEVELOPER agree to sell and cause to convey the said buildings when completed absolutely freehold and free from encumbrances in favour of the co-operative housing society/ies to be formed of the several person as provided and envisaged herein (including the purchaser herein) acquiring the respective flats/shop/tenement/galas and garages etc., therein at and for an aggregate price/consideration to be contributed and paid by them according to their respective agreement (similar to these presents) with the BUILDER/DEVELOPER.

AND WHEREAS the BUILDER/DEVELOPER accordingly shall sell and the Purchaser shall purchase / acquire the said flat/s becoming member/share holder / constituent of the proposed cooperative society and the Purchaser shall pay to the BUILDER / DEVELOPER, **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only)** as the agreed price/consideration in respect of the said **Flat/Shop No. \_\_\_\_\_ on \_\_\_\_\_ Floor**, for an area admeasuring about \_\_\_\_\_**Sq. Meters equivalent to**\_\_\_\_\_Sq. Feet (Carpet)of the said buildings namely “**NEELS RESIDENCY**” allotted to the Purchaser and shown and marked according on the floor plan annexed hereto.

AND WHEREAS the BUILDER / DEVELOPER has clearly brought to the knowledge and notice of the Purchaser, that there is no exclusive allotment of stilt and / or parking spaces to the Purchaser herein that it shall be the sole and absolute discretion of the BUILDER / DEVELOPER to deal with the allotment of the stilt and parking spaces as they may deem fit and proper and the Purchaser herein has granted his/her free, express and irrevocable consent and confirmation thereto and in confirmation thereof has agreed to acquire the said flat and will not raise any objection and/ or obstruction to the allotment of stilt/parking spaces made by the BUILDER / DEVELOPER to any intending purchaser.

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

1. THE recital contained above shall form an integral and operative part of this Agreement, as if the same were set out and incorporated in this Agreement and it is agreed that singular includes plural.

2. THE BUILDER / DEVELOPER shall construct the building on the said property in accordance with the plans, design specification approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the BUILDER / DEVELOPER 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 herein has granted his/her/their express and irrevocable consent for the same.
3. THE Purchaser hereby agrees to purchase from the BUILDER / DEVELOPER and the BUILDER / DEVELOPER hereby agrees to sell to the purchaser/s the **Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor**, for an area admeasuring about \_\_\_\_\_Sq. Meters equivalent to \_\_\_\_\_Sq. Feet (Carpet) of the said buildings “NEELS RESIDENCY” as shown on the floor plan thereof hereto annexed and marked as annexure “D”(hereinafter referred to as “the said premises”) for the consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only )** and The Purchaser agrees to pay the above consideration in the following manner.
  - a). Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) paid prior to/on execution of this present agreement as an earnest amount by crossed cheque bearing no. \_\_\_\_\_, dated \_\_\_\_\_, drawn on \_\_\_\_\_ Bank, (cheque subject to realization), (the receipt of which does hereby acknowledge by the Vendor/Developer)

Balance payment to be made in the following manner:

- b) Rs. \_\_\_\_\_/- On completion plinth.
- c) Rs. \_\_\_\_\_/- On completion of 1<sup>st</sup> slab.
- d) Rs. \_\_\_\_\_/- On completion of 2<sup>nd</sup> slab
- e) Rs. \_\_\_\_\_/- On completion of 3<sup>rd</sup> slab
- f) Rs. \_\_\_\_\_/- On completion of Brick work
- g) Rs. \_\_\_\_\_/- On completion of Internal/Outer Plaster & Flooring Work
- h) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to be paid within a period of seven days from the day of possession of the said premises being offered by the BUILDER /DEVELOPER to the purchaser.
4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].
  - i) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- j) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/purchaser. If there is any increase in the carpet area allotted to Allottee/purchaser, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.
5. THE Purchaser agree and assures to pay the requisite amount on demand and/or prior to taking the possession of the said flat on account of or towards, legal charges, entrance fees and share capital , society formation charges, electric procurement, meter security deposit/electric cable charges, electric charges, sub-station /Transformer charges, lift generator and its accessories and water connection Deposit and charges, service tax, value added tax, provisional outgoing for municipal Taxes, water bill, common electric expenses and other maintenance, Development charges, balcony enclose charges and other charges payable to Municipal council.
6. It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be the essence of this contract. All the above respective shall be made within 7 days of the BUILDER/DEVELOPER sending 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 discharges to the BUILDER/DEVELOPER.
7. THE BUILDER / DEVELOPER 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.
8. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Allottee/purchaser has agreed to purchase the said Apartment based on the proposed construction

and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only 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 DEVELOPER to consume and avail the transfer of Development Rights, FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation and /or staircase Floor Space Index along with other increases and incentives in floor space and complete the additional construction as per the plans and permissions granted by the Municipal Council.

9. THE DEVELOPER hereby declare that they may enclose the balcony/verandah/otla area of the said flat, by paying necessary premium/charges to Ambernath Municipal Council as per DCR and purchaser does hereby agrees, consent and confirm for such enclosing of balcony area by the developer.
10. THE BUILDER / DEVELOPER hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the purchaser and/or before the execution of the conveyance of the said property in favour of a co-operative society/corporate Body to be formed by the purchasers of the Flat/shop/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 BUILDER / DEVELOPER 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 BUILDER / DEVELOPER in favour of the said Society.
11. THE Purchaser agrees to pay to the BUILDER / DEVELOPER interest @ \_\_\_\_\_ % per annum on all the amounts which becomes due and payable by the Purchaser to the BUILDER / DEVELOPER under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the BUILDER / DEVELOPER.
12. ON Committing default by the Purchaser in payment on due dates of any amount due and payable by the Purchaser to the BUILDER / DEVELOPER under this agreement including his/her proportionate share of taxes levied by the local concerned Authority and other charges and expenses outgoings claimed by the BUILDER / DEVELOPER and on the Purchaser /s committing breach of any of the terms and conditions herein contained the BUILDER /DEVELOPER shall be entitled to at their option to terminate this Agreement.
13. PROVIDED always that the power of termination hereinbefore contained shall not be exercised by the BUILDER / DEVELOPER unless and until the BUILDER /DEVELOPER shall have given to the Purchaser/s 15 days prior notice in writing of the BUILDER / DEVELOPER intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which they intend to terminate the agreement and default shall have been made by the Purchaser /s in remedying such



breach or breaches within a reasonable time after giving of such (reasonable time is agreed by both the parties as 15 days from the day of notice).

14. PROVIDED further that upon the termination of this Agreement as aforesaid the BUILDER / DEVELOPER shall refund to the Purchaser/s the earnest money and all other amounts which may till then have been paid by the Purchaser/s to the BUILDER /DEVELOPER but the BUILDER / DEVELOPER shall not be liable to pay to the Purchaser/s any interest on the amount so refunded any upon termination of this agreement and refund of aforesaid amount by the BUILDER /DEVELOPER by bank Draft/pay-slip at address given herein under by Registered Post AD at the address provided by the allottee/purchaser and mail at the e-mail address provided by the Allottee/purchaser or by courier service as the BUILDER / DEVELOPERs may deem fit. The BUILDER / DEVELOPER shall refund the said amount only after the sale of the said flat and execution and registration of the Deed of Cancellation by the purchaser herein. The BUILDER / DEVELOPER shall be at liberty to dispose off and sell the flat/unit to such present and at such price as the BUILDER / DEVELOPER may in their absolute discretion deem fit.
15. AN amount equal to 20% of the amount paid by the purchaser or 10% of the total cost price of the flat/shop whichever is higher will be deducted while making the payment as liquidated damages.
16. THE fixtures, fittings, and amenities to be provided by the BUILDER / DEVELOPER in the premises and the said building are those that are set in the Annexure "A" annexed hereto.
17. THE BUILDER / DEVELOPER shall give possession of the said premises to the Purchaser or his/her nominee or nominees on or before \_\_\_\_\_ if the BUILDER /DEVELOPER 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 said Act then the BUILDER /DEVELOPER shall forthwith refund to the Purchaser the amount already received by him in respect of the premises with simple interest @ \_\_\_\_% p.a from the date of BUILDER /DEVELOPER received the sum till date the entire amount and interest thereon is refunded by the BUILDER /DEVELOPER 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.
18. THE BUILDER / DEVELOPERs shall be reasonable extension of time for 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 materials, water or electric supply or labour;
  - ii) War, civil commotion or Act of God or any reason falls under the category of force majeure;
  - iii) Any stay order, notice, order, rule, notification of the Government and / or other public or competent.

19. THE Purchaser shall take possession of the said premises within 7 days of the BUILDER /DEVELOPER giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.
20. 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 to the Purchaser by the BUILDER / DEVELOPER only as per the prevailing rules, regulation, and byelaws of the concerned authorities.
21. THE Purchaser along with the other Purchaser of the Flats in the building shall join in forming and registering the co-operative 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 dully fill in , sign and hand over to the Promoters. 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 in required by the Registrar of Co-operative Societies or any other competent authority.
22. ON the completion of the all buildings (with all its wings) and on receipt by the BUILDER / DEVELOPER of the full payment of all the amounts due and payable to him by all the Purchaser of all the Flat/ premises in the said building, the purchasers shall co-operate with the BUILDER / DEVELOPER in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the BUILDER / DEVELOPER 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 BUILDER / DEVELOPER shall cause to be transferred to the society all the rights title and interest of the BUILDER /DEVELOPER 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 keeping with the terms and conditions and provisions of this agreement. It is clearly brought to the notice of the Purchaser that there are number of wings/ building in the said property undertaken by BUILDER / DEVELOPER, the execution of the conveyance may be delayed and the Purchaser 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.
23. THE BUILDER / DEVELOPER shall if necessary became a member of the society in respect of the BUILDER / DEVELOPER' rights and benefits conferred herewith or otherwise. If the BUILDER / DEVELOPER transfer assign and /or dispose off such rights and benefits at any time to anybody, such assignee, transferee and /or purchasers thereof shall become the members of the society in respect of the said rights and benefits. The purchaser/s herein and the society will not have any objection to admit such assignee or transferee as the members of the society and shall not charge any fees or other amounts therefore.
24. THE BUILDER / DEVELOPER may complete the said building or any part thereof or floor and obtain part occupation certificate thereof and thereof and give possession of Flat therein to the acquirers of such have no

right to object to the same and will not object to the same and the Purchaser hereby gives his specific consent to the same. If the Purchaser takes possession of Flat in such part completed and or floor or otherwise the BUILDER / DEVELOPER and or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said Flat are or in the said building or any part thereof, the Purchaser is aware that such construction will cause inconvenience to the Purchaser, agrees and assures to the BUILDER / DEVELOPER that the Purchaser shall not protest, object to or obstruct the execution of such work nor the Purchaser shall be entitled to any compensation and /or damage and /or claim or to complain for any inconvenience and /or nuisance which may be caused to him / her other any other person/s.

25. COMMENCING a week after notice in writing is given by the BUILDER / DEVELOPER 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 from the date of grant of occupation certificate as well as 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 all others expenses necessary and incidental to the management and maintenances of the said building. The Purchaser shall pay to the BUILDER/DEVELOPER such proportionate share of outgoing as may be determined by the BUILDER/DEVELOPER. The Purchaser further agrees that till the Purchaser's share so determined by the BUILDER / DEVELOPER shall pay to the BUILDER / DEVELOPER provisional monthly contribution as decided at the time of Possession towards the outgoings from the date of notice as foresaid. The amount so paid by the Purchaser to the BUILDER / DEVELOPER shall not carry any interest and shall remain with the BUILDER / DEVELOPER until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provision 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 BUILDER / DEVELOPER to the Co-operative Society or the case may be.
26. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reasons whatsoever, however it is specifically agreed by and between the parties hereto, that at the time of obtaining possession of the said flat, the purchaser shall pay advance maintenance for one year along with the arrears of monthly maintenance that may be due till then, since the day of notice as aforesaid that the said flat is ready for use and occupation. 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.

27. THE BULDER/DEVELOPER hereby declare that the said premises is not subject to any mortgage, charge, lien or any other encumbrances (except as mentioned herein).
28. THE Purchaser premises shall from the date of possession maintain the premise Purchaser's own cost in good tenantable 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, regulation 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.
29. 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 the premises and the Purchaser shall be liable for the consequences of breach of this clause. The Purchaser hereby agrees that he/she will not keep any things including pots of plants, gas cylinders, weather sheds, etc. at the outer surface or the exterior side of the building so that the building elevation, ambience, aesthetic, and dignity of the building doesn't spoil and further, will not do such acts which will damage/ham the building, elevations and paint of the building.
30. The Purchaser shall at their cots 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 BUILDER/DEVELOPER 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 anything so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.
31. 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. The Purchaser shall keep the partition walls, sewer, drains, pipes in the premises and appurtenances thereto in good tenantable 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 hammer or break or cause damage to any columns, R.C.C. pardis or other structure or structural members in the said building without prior written permission of the BUILDER/DEVELOPER and /or Society.
32. The BUILDER/DEVELOPER may make alterations in structure of the said premises as described in the said plans or any others 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.

33. THE Purchaser shall not do or permit to 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.
34. 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.
35. 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 BUILDER/DEVELOPER 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.D, Co Ltd. charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies or otlas.
36. 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.
37. THE Purchaser and/or the BUILDER/DEVELOPER shall from time to time sign all applications, papers and document and do all such acts, deeds and things as the BUILDER/DEVELOPER and/or the Society may require for safe-guarding the interest of the BUILDER/DEVELOPER and/or the Purchaser and the other Purchasers of the said premises in the said building.
38. NOTHING contained in this agreement is intended to be nor shall the same be construed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim and right, save except in respect of the said premises hereby agreed to be sold to him/her and all open space, parking spaces, parking spaces (open or closed), stilts, lobbies, staircases, terraces, recreation space, society office, club house etc., shall belong to and will remain the property of the BUILDER/DEVELOPER only who are entitled to sell the same until the said land and the said building is transferred to the co-operative society as herein before mentioned with liberty to reserves from amongst them as per requirement but subject to the rights of the BUIDER/DEVELOPER under this agreement. The BUILDER/DEVELOPER have all rights, power and authorities to sell any premises, units, terraces, parking spaces except the flats/unit allotted to the Purchasers under this agreement and the Purchaser has no objection for the same and will not raise any objection thereto.
39. 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 BUILDER / DEVELOPER 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 BUILDER / DEVELOPER.

40. 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.
41. ANY delay tolerated or indulgence shown by the BUILDER / DEVELOPER in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the BUILDER /DEVELOPER shall not be construed as a waiver on the part of the BUILDER / DEVELOPER 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 BUILDER/ DEVELOPER.
42. ALL costs, charges and expenses, penalties, GST, Sales-Tax, Service- 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, or instrument of transfer, lease assignment deed and other documents and the formation, registration or in Council 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 cooperative society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance or instrument of transfer, lease assignment deed and other documents at the proper registration office for registration within the time limits prescribed by the Registration Act and the BUILDER / DEVELOPER shall attend such office and admit the execution thereof. The Purchaser shall deposit with the BUILDER / DEVELOPER a sum of which will be worked out at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance or instrument of transfer, lease, assignment deed and other documents in favour of the Co-operative Housing Society or Condominium

of Apartments. It is agreed that unless and until the Purchaser of various flats/units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the BUILDER / DEVELOPER shall not be obliged to execute or cause to be executed the final deed of conveyance or instrument of transfer, lease assignment deed and other documents in favour of the Co-operative Housing Society/Condominium of Apartments.

43. That all notices to be served on the Allottee/Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below: Name of Allottee/Purchaser :  
(Allottee's Address) :  
Notified Email ID:\_\_\_\_\_

M/s Promoter name: M/s S. A Singh Builder and Develop  
(Promoter Address) : As mentioned in clause title Notified Email ID:  
\_\_\_\_\_

It shall be the duty of the Allottee/Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/Purchaser, as the case may be.

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

44. THE Purchaser shall permit the BUILDER / DEVELOPER 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.
45. IT is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace 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 BUILDER / DEVELOPER or the society.
- a) The BUILDER / DEVELOPER shall be entitled to transfer, assign, dispose off and/or sell in any manner he / she deem proper the said terraces, stilt, garage etc., to anybody. The Purchaser along with the other Purchasers will not raise any

objection of whatsoever nature. The stilt, terraces on any floor and open spaces shall always be the property of the BUILDER / DEVELOPER and the BUILDER / DEVELOPER 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 BUILDER / DEVELOPER shall become the member of the society in respect of its rights and benefits concerned above. If the BUILDER / DEVELOPER 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 BUILDER / DEVELOPER 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.
46. IT is specifically agreed and understood by and between the BUILDER / DEVELOPER and the Purchaser / s of the premises (the other premises buyers having signed and executed an agreement similar and incidental to this one) if for any reason the Municipal Council / Council on the basis of its policy do not give regular water supply to the building though ready for occupation for certain time as per Municipal Council's / Council's time schedule and if on humanitarian ground the BUILDER / DEVELOPER allow the Purchaser/s and/or any other premises, buyer (at the sole discretion of BUILDER / DEVELOPER alone) to obtain a temporary water connection from Municipal Council / Council on humanitarian ground on their own name at their own risk, cost and expenses then and in that event all costs, charges and expenses in respect of obtaining and maintaining or renewal of such temporary water supply shall be borne and paid by the Purchaser / s and the other premises buyers proportionately from time to time till proper authorized regular water supply is made available to the said building by the Municipal Council, In the event for the purpose of furnishing, the BUILDER / DEVELOPER on the request of the Purchasers gives temporary possession before obtaining occupation and water supply, the Purchaser so taking possession shall pay and contribute such charges, outgoing as the BUILDER / DEVELOPER deem fit.
47. THE Purchaser do hereby agrees and confirm that he/she has purchased the flat, only after seeing the place and noticing the situation of surroundings and satisfied himself/ herself with it.



Any noise problem is arising in future because of the commercial upcoming or change in aviation route or due to any other reasons, the Purchaser will not raise any objection against the BUILDER / DEVELOPER or do anything against the BUILDER / DEVELOPER nor do anything to held the BUILDER / DEVELOPER responsible for it.

48. 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.
49. 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 BUILDER / DEVELOPER or the Architect of the BUILDER / DEVELOPER and his decision shall be final and binding.
50. THE Purchaser covenant with the BUILDER / DEVELOPER that if at the request of the Purchasers the BUILDER / DEVELOPER makes any change in the flats agreed to be sold and as a result of this the BUILDER/DEVELOPER 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 BUILDER / DEVELOPER are not bound to carry out any extra additional work for the Purchasers without there being a written acceptance by the BUILDER / DEVELOPER that they have agreed to execute the additional extra work for the Purchaser. In case if the BUILDER / DEVELOPER have agreed to do any additional extra work for the Purchaser, the Purchaser shall make the payment within 7 days from the date when the BUILDER / DEVELOPER give the estimated cost. If the Purchaser fails to deposit with the BUILDER / DEVELOPER the estimated cost for the additional extra work agreed to be carried out by the BUILDER / DEVELOPER, then the BUILDER / DEVELOPER shall not be liable to carry out the said additional work in the premises of the said Purchaser.
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 BUILDER / DEVELOPER 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. In the event of any land of the said entire land being notified for setback, D.P. Road, the BUILDER / DEVELOPER alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the same and the Purchaser and/or the Society shall not be entitled to the same or any part or portion thereof.

53. THE transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws. 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, service or value added tax or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, or Service Tax or Value added tax, GST, is liable for such transaction the same shall be payable by the Purchaser along with the other purchasers of the building on demand at any time.
54. IN the event of the Society is being formed and registered before the sale and disposal by the BUILDER / DEVELOPER of all the Flats, stilt and other spaces, garages, gardens, terraces, compounds and car parking spaces in the said building and in the compound, the power and authority of the Society so formed or of the Flat holders and the Purchasers of flats and other spaces and car parking spaces shall be subject to the overall authority and control of the BUILDER / DEVELOPER. In respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the BUILDER / DEVELOPER shall have absolute authority and control as regards the unsold Flats, stilt, terraces, compounds and other spaces, hoardings and car parking spaces and the disposal thereof. The BUILDER / DEVELOPER shall be liable to pay only the Municipal taxes at actual in respect of the unsold Flats, hoarding spaces and/or car parking spaces, terraces. In case of the conveyance is executed in favour of the Co-operative Society before the disposal by the BUILDER / DEVELOPER of all the Flats, then and in such event the BUILDER / DEVELOPER shall join in as the BUILDER / DEVELOPER/members in respect of such unsold Flats and as and when such Flats are sold to the persons of their choice and at the discretion of the BUILDER / DEVELOPER, the Co-operative Society shall admit such Purchaser / s of Flat/ s as members/ s without charging any premium or any other extra payment.
55. 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 impartible and it is further agreed that the BUILDER / DEVELOPER shall not be liable to execute a transfer deed in favour of the Purchaser unless the BUILDER / DEVELOPER decided to submit the entire building to the provisions of the Maharashtra Apartment Ownership Act, 1970.

56. IT is agreed and understood between the parties that and the Purchaser aware that there are several Wings / buildings to be constructed on the said property and that the BUILDER / DEVELOPER will be carrying on the construction and completing the wings / buildings in phase-wise manner and that as and when the buildings are completed, the entire flats there in are sold out, the cooperative housing societies of such buildings from time to time and accordingly the conveyances of the portions of land on which the buildings are constructed will be conveyed to such respective cooperative societies and it shall be at the sole discretion of the BUILDER / DEVELOPER to form such societies and to execute the conveyances thereof and such fact is being brought to the clear knowledge and notice of the Purchaser herein and the Purchaser has granted his/her express and irrevocable consent for the same and agree and assure to grant his/her sincere and utmost cooperation in formation such cooperative housing societies and its conveyances thereof and shall not raise objection, hindrances and claims of any nature whatsoever.
57. NOTWITHSTANDING any other provisions of this agreement the BUILDER / DEVELOPER shall be entitled at their 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 areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any 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 it's transferred to the respective body formed.
  - e) To decide from time to time when and what sort of document of transfer should be executed.
  - f) To grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the

easement rights of the said property.

58. IT is clearly understood and agreed by and between the parties hereto that the BUILDER / DEVELOPER 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 BUILDER / DEVELOPER and/ or the Society or such body formed, as the case may be and Municipal Council and other concerned authorities.
59. IT is specifically declared that the if the BUILDER/ DEVELOPER provides the facility of bore well then the BUILDER / DEVELOPER 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 bore well water and use of such bore well water by the BUILDER / DEVELOPER for construction of other buildings in the adjoining properties.
60. THE Purchaser/s is aware that 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 VENDOR / DEVELOPER shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsibility of the Purchaser / s together in respect of the flats in respect of which possession has been given by the VENDOR / DEVELOPER.
61. IN the event of the society or corporate body being registered before the sale and disposal by the BUILDER / DEVELOPER 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 BUILDER / DEVELOPER in any matter concerning the building construction and completion thereof and the BUILDER / DEVELOPER shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.
62. THE Purchaser shall lodge the Agreement, at his own costs for registration within seven days of the date of this

agreement and shall intimate the BUILDER / DEVELOPER within 7 days from the date of lodgment and serial number under which the same is lodge for registration with Xerox copy of receipt in order to enable the BUILDER / DEVELOPER / Builders to admit the execution of the same.

63. THE terraces on any floor, stilt, basement and garage if any, shall always be the property of the BUILDER / DEVELOPER and the BUILDER/ DEVELOPER 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.
64. THE BUILDER / DEVELOPER shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
65. IT is brought to the notice of the Purchaser that the electric meters of all the flats as well as the water meters will be in the name of the BUILDER / DEVELOPER herein and the Purchasers and / or their society shall get the same transferred in their favour and the BUILDER / DEVELOPER. herein will grant the no objection as and when required.
66. THE BUILDER / DEVELOPER have clearly brought to the knowledge and notice of the Purchaser herein that in pursuance to the sanctioned plans and permissions, the BUILDER / DEVELOPER is entitled to commence, carry out the construction work on the said property and the BUILDER / DEVELOPER have further brought to the notice and knowledge of the purchaser herein that during the course of the construction, the BUILDER / DEVELOPER will acquire, use, utilize the transferable development rights and increases in the Floor Space Index from time to time and the purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him. The Purchaser has gone through the said plans as well as the proposed plans including provision of annexed buildings, touching the existing constructed buildings further expansions and do hereby admit, acknowledge and confirm the said fact of construction of additional buildings, annexed buildings, expansion of buildings on the said property by revision and modification in the plans and designs and have accordingly granted his / her express and irrevocable consent to the BUILDER / DEVELOPER for the same and shall not raise any objection and/or hindrance for construction of such buildings by the BUILDER / DEVELOPER.
67. THE Purchaser herein is aware that the property under this

Agreement has described in the SCHEDULE "B" hereunder written and therefore the said property shall always be the subject matter of this Agreement and except this property the BUILDER / DEVELOPER herein shall always entitle to deal with the remaining property described in the SCHEDULE hereunder written and the BUILDER / DEVELOPER herein shall deal with and / or dispose of and/ or develop the said property either in their own name and/or in Joint venture and/or in any such manner as they deem, think, fit and the Purchaser herein has given his/her/their irrevocable consent for the same.

68. THE BUILDER / DEVELOPER have also shown to the Purchaser the entire layout of the said property, the nature and extent of the land to be handed over to the concerned authorities on account of setback, reservations etc., and in such eventuality the transfer of the land shall not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed on the said property and the Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same.
69. THE BUILDER / DEVELOPER 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 BUILDER / DEVELOPER which may be found feasible and suitable in the circumstances. After the sale of all the premises and completion of development of the said property in all respect and if feasible, the BUILDER / DEVELOPER will convey, transfer and assign the lease of the said property with the building in favour of the co-operative housing society formed by the Purchasers of all the buildings and if not possible then conveyance and assignment of lease of the said property with the building will be executed in favour of Federation of all the societies if formed as the BUILDER / DEVELOPER may at their discretion deem fit.
70. THE Purchaser has seen the layout of the proposed building complex, provisions for annexed buildings, further expansion etc. 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.,
71. 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 Council then the BUILDER / DEVELOPER 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 Council for such additional construction shall be paid by the BUILDER / DEVELOPER. The BUILDER / DEVELOPER 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 BUILDER / DEVELOPER may in his absolute discretion deem fit and proper. The BUILDER / DEVELOPER 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 BUILDER / DEVELOPER. The BUILDER / DEVELOPER and / or their transferees shall have the right to use all the staircases, lifts 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 BUILDER / DEVELOPER. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the BUILDER / DEVELOPER 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 at its members.

72. IN the event of any portion of the said property being required for putting up an electric sub-station, the BUILDER / DEVELOPER shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the BUILDER / DEVELOPER shall think fit.  
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.
73. 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 BUILDER / DEVELOPER shall not be in any manner be liable or responsible for the same and for any damage caused to the building.
74. IT is hereby agreed that the BUILDER / DEVELOPER shall be at liberty to amalgamate and / or combine one or more



plots of land adjacent to the said land and get the plan of 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 purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the BUILDER / DEVELOPER. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the BUILDER / DEVELOPER 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 BUILDER / DEVELOPER in any manner.

75. THE Purchaser/s hereby declare and confirm that he / she/they 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 BUILDER / DEVELOPER to the Purchaser/a as regards the amalgamation of the said property with the other adjacent and abutting lands and with the full, clear knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Council / Council and all other concerned government bodies and authorities and also subject to the BUILDER / DEVELOPER 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 floor space index on the said land.
76. 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.
77. ALL terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the BUILDER / DEVELOPER 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.

78. IT is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favour of the Purchaser / s in respect of the flat, the BUILDER/DEVELOPER shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their rights, title and interest in the said building and/ or in the said property or any part thereof or open land surrounding the said building and give them as open parking space or in any other manner they deem fit including to assign and or give on lease or sub-lease or including any portion or portions or the said property and the same shall be binding on the Purchaser / s.
79. IT is expressly agreed that the BUILDER / DEVELOPERs shall be entitled to put hoardings 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 BUILDER / DEVELOPER and for the purpose BUILDER / DEVELOPER 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 BUILDER / DEVELOPER 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 BUILDER / DEVELOPER, 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 BUILDER / DEVELOPER 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.
80. THE BUILDER / DEVELOPER have reserved its right to allot the terrace area of the premises above lift well for the purpose of installation of mobile link towers or B.T.S. equipments and the Purchaser is aware of the same and has granted express and irrevocable consent for the same and has

granted express and irrevocable consent for the same. The Purchaser or his/her nominees shall not be entitled to claim any compensation or any part of the revenue accrued from the same nor be entitled to levy any maintenance charges for using the said facility. The Purchaser herein has granted his/her express and irrevocable consent to the BUILDER / DEVELOPER and their agents, representatives' activities for setting up, maintaining and up-keeping of such mobile installations, equipment and for that purpose have allowed and permitted them to carry out the cabling, wiring and fixing up of wires, installations, equipment in and through the said building/land and every part thereof.

81. IN the event of any land of the said entire land being notified for setback, D.P. Road, the BUILDER / DEVELOPER alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the same and the Purchaser and/ or the Society shall not be entitled to the same or any part or portion thereof.
82. THE Purchaser will immediately on receipt of possession of said Flat No. \_\_\_\_\_ at his own costs and expenses get the said Flat property insured including for theft, earthquake, storm and fire.
83. THE BUILDER / DEVELOPER will provide pipeline, overhead water tank underground water tank and water connection to each flat as per the norms rules and regulations of Municipal Council / Maharashtra Jeevan Pradhikaran and will obtain occupation and water connection. Thereafter if there is any shortage in water supply for any reason whatsoever the BUILDER / DEVELOPER shall not be responsible for the same. If any deposit of whatsoever nature and manner demanded by Ambernath Municipal Council/Maharashtra Jeevan Pradhikaran for supply of water connection and water supply, then the purchaser agrees to pay all such deposit as and when demanded.
84. THE Purchaser shall not be entitled to claim partition of his/her Share in the said property and; or the said Building and/or the said Flat and the same shall always remain undivided and impartiable.
85. THE Transfer Deed and all documents shall be prepared by the Advocates of the BUILDER / DEVELOPER and shall contain covenants and conditions including those contained in this Agreement with such modifications, alterations, and additions therein as the BUILDER / DEVELOPER may deem fit and proper and other clauses which they think necessary and desirable.
86. IT is clearly brought to the notice of the Purchaser and the Purchaser is made aware that Government has imposed service tax and value added tax and therefore the Purchaser

herein is entirely liable and responsible to bear and pay the such taxes and other levies as imposed by the government authorities as and when called upon by the BUILDER / DEVELOPER and the Purchaser agree and assure to pay the same without any delay.

87. IT is clearly brought to the notice of the Purchaser and the Purchaser agree and undertake that at the time of the Purchaser transferring his flat to any intending purchaser and on grant of no objection certificate by the BUILDER / DEVELOPER, the BUILDER/DEVELOPER will incorporate a clause stating that all the covenants, terms and conditions as mentioned in this agreement shall always be binding upon the intending purchaser; transferee.
88. 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 BUILDER / DEVELOPER 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 all other Purchasers together and one by the BUILDER / DEVELOPER. 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.
89. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Kalyan/Ulhasnagar courts will have the jurisdiction for this Agreement. It is further specifically agreed by the purchaser that the present agreement shall always be subject to the final verdict that may be passed in RCS No. 70/2007 pending before CJJD, Ulhasnagar.

#### **SCHEDULE (A) OF THE SAID PROPERTY**

All that piece and parcel of Non Agricultural Land property bearing Survey No. 85, Hissa No.2/B (Old Hissa No. 2 (P), Area Admeasuring about 670 Sq. Meters, lying and situated at Village Jawsai, Ambernath (W), Taluka – Ambernath, Dist – Thane, within the limits of Ambernath Municipal Council

#### **SCHEDULE (B)**

ALL THAT PIECE AND PARCEL OF Shop/Flat No. \_\_\_\_, \_\_\_\_ Floor, ‘\_\_\_\_’ of the said Building “NEELS RESIDENCY”, Area \_\_\_\_ Sq. Meters Equivalent to \_\_\_\_ Sq. Feet (carpet), Lying and situated at Survey No. 85, Hissa No.2/B (Old Hissa No. 2 (P), Area Admeasuring about 670 Sq. Meters, lying and situated at Village Jawsai, Ambernath (W),

Taluka – Ambernath, Dist – Thane, within the precincts of Ambernath Municipal Council and bounded as under.

- On towards east : As per approved plan.
- On towards west : As per approved plan.
- On towards north : As per approved plan.
- On towards south : As per approved plan

IN WITNESS WHEREOF THE PARTIES HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS TO THIS WRITING ON THE DAY AND THE YEAR FIRST HEREINABOVE MENTIONED.

SIGNED & DELIVERED by the within named)  
BUILDER / DEVELOPER )  
 )  
M/s S. A Singh Builder and Developers )  
a Partnership Firm, through its partner )  
Mr. Shubhkaran Amrej Singh )\_\_\_\_\_

in presence of DEVELOPERS/BUILDERS

SIGNED & DELIVERED )  
By the within named Purchaser/s )  
1. MR. \_\_\_\_\_ )\_\_\_\_\_ )  
 )  
 )  
 )  
 )  
 )  
2. MRS. \_\_\_\_\_ )\_\_\_\_\_ )

WITNESS:  
1. \_\_\_\_\_  
2. \_\_\_\_\_

RECEIPT

Received with thanks from the within named Purchaser the sum of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**) paid prior to the execution of this present agreement by crossed cheque bearing no.\_\_\_\_\_, dated \_\_\_\_\_, drawn on \_\_\_\_\_ **Bank**, as Earnest/ Part Consideration In Respect Of the Sale Of the Flat Hereinabove Mentioned.

I SAY RECEIVED  
BUILDER/DEVELOPER

