

Date: 01.03.2017

**LETTER OF ALLOTMENT**

To,  
**MR. RAMESH DHARMAJI SHARMA**  
**MRS. LALITA RAMESH SHARMA**  
507/508, Nagesh CHS.,  
Hariniwas Circle, Naupada,  
Thane (West) – 400602.

**Sub: Allotment of Flat No. 402, in building "GIRI HEAVEN"**

Dear Sir,

We welcome you as an owner of premises at our project "**GIRI HEAVEN**". We take this opportunity to present you the confirmation of your apartment situated at Tika no. 15 Survey No. 37 & 38, Tika No. 18 Survey No. 75(pt), 76 & 80 situated at Hariniwas Circle, Naupada, Thane west – 400602 project and assure you that you shall be proud of yourself to have laid your hands on such prestigious premises.

In spite of all the challenges being encountered, I would further, like to inform you that project is well within limit of the time schedule, and promise you to deliver as committed.

We, at this juncture, request you to be with us extending your all support, financially, in order to deliver the promises in line with the commitments.

We, sincerely request you to share your part of the responsibilities and obligations at the earliest to serve you better, according to the schedule given herein further.

Thanking you,

Yours truly,

For **YASH DEVELOPERS**

Authorized Signatory



### **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at THANE, on this \_\_\_\_ day of \_\_\_\_\_ in the Christian Year Two Thousand Seventeen (2017).

### **B E T W E E N**

**M/S. YASH DEVELOPERS**, PAN NO.AAAFY 4509J, a Partnership Firm, having its Office at **1<sup>st</sup> Floor, Aajikrupa Building, Hariniwas Circle, Naupada, Thane (West) – 400602**, hereinafter referred to as **“THE PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and to include the Partners or partner for the time being constituting the said Firm M/s. Yash Developers, their or his survivors or survivor and the heirs, executors, administrators and assigns) of the **ONE PART**

### **A N D**

- 1) **SHRI/SMT.**\_\_\_\_\_  
\_\_\_\_\_,  
**PAN** \_\_\_\_\_, Age \_\_\_\_ years,
- 2) **SHRI/SMT.**\_\_\_\_\_  
\_\_\_\_\_,  
**PAN** \_\_\_\_\_, Age \_\_\_\_ years,
- 3) **SHRI/SMT.**\_\_\_\_\_  
\_\_\_\_\_,  
**PAN** \_\_\_\_\_, Age \_\_\_\_ years,

Indian          Inhabitants,          having          address          at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

WHEREAS by and under Regd. Deed of Conveyance dated 1<sup>st</sup> November, 2002, read with Deed of Correction dated 19<sup>th</sup> January, 2004, One M/s. Ratnamani Developers Pvt. Ltd., (hereinafter referred to as the “**SAID FIRST OWNERS**”) have purchased from Shri Chandrakant Yashwant Vaity and others and since then, said Ratnamani Developers Pvt. Ltd., owns, seized and possessed of and/or otherwise well and sufficiently entitled to the immovable property according to 7/12 extract adm. 12860 Sq. Mtrs., bearing Survey Nos.18/4, 18/6 and 1A/2(PT) and according to City Survey extract adm. 13784.25 Sq. Mtrs., bearing Tika No.18, C.T.S. Nos.75, 76 and 80 respectively together with structures standing thereon and situate at Village Naupada, Thane, Taluka and District Thane (hereinafter referred to as “**SAID FIRST PROPERTY**”);

AND WHEREAS by and under Agreement for Development dated 18<sup>th</sup> May, 2004, executed by and between said First Owners of the One Part and the Promoter herein (therein referred to as the DEVELOPERS) of the Other Part, the said First Owners have granted the development rights in the said First property to and in favour of the Promoter herein for the price or consideration and upon the terms and conditions contained therein and further have executed in favour of the Promoter herein separate Power of Attorney also dated 18<sup>th</sup> May, 2004, authorizing the Promoter, interalia, to develop the said First property and to sell the flats and premises therein to the prospective buyers and in part performance thereof, have placed the Promoter herein in physical possession of the said First property;

AND WHEREAS One Shri Mohan Hemraj Thakkar and others (hereinafter referred to as the **“SAID SECOND OWNERS”**) are Owners, seized and possessed of and otherwise well and sufficiently entitled to the immovable property adm. 177.3 Sq. Mtrs., bearing Survey Nos.1/A8, Tika No.15, C.T.S. No.38 situate at Village Naupada, Thane, Taluka and District Thane (hereinafter referred to as **“SAID SECOND PROPERTY”**);

AND WHEREAS by and under Agreement for Development dated 10<sup>th</sup> May, 2004, executed by and between said Second Owners of the One Part and the Promoter herein (therein referred to as the DEVELOPERS) of the Other Part, the said Second Owners have granted the development rights in the said Second property to and in favour of the Promoter herein for the price or consideration and upon the terms and conditions contained therein and further have executed in favour of the Promoter herein separate Power of Attorney also dated 10<sup>th</sup> May, 2004, authorising the Promoter, interalia, to develop the said Second property and to sell the flats and premises therein to the prospective buyers and in

part performance thereof, have placed the Promoter herein in physical possession of the said Second property;

AND WHEREAS One Shri Arun Pandurang Mhatre and others (hereinafter referred to as the “**SAID THIRD OWNERS**”) are Owners, seized and possessed of and otherwise well and sufficiently entitled to the immovable property adm. 101.2 Sq. Mtrs., bearing Survey No.17/2, Tika No.15, C.T.S. No.37, Plot No.37 situate at Village Naupada, Thane, Taluka and District Thane (hereinafter referred to as “**SAID THIRD PROPERTY**”);

AND WHEREAS by and under Agreement for Development dated 19<sup>th</sup> July, 2006, executed by and between said Third Owners of the One Part and the Promoter herein (therein referred to as the DEVELOPERS) of the Other Part, the said Third Owners have granted the development rights in the said Third property to and in favour of the Promoter herein for the price or consideration and upon the terms and conditions contained therein and further have executed in favour of the Promoter herein separate Power of Attorney also dated 19<sup>th</sup> July, 2006, authorising the Promoter, interalia, to develop the said Third property and to sell the flats and premises therein to the prospective buyers and in part performance thereof, have placed the Promoter herein in physical possession of the said Third property;

AND WHEREAS the Promoter herein is thus seized and possessed of and/or otherwise well and sufficiently entitled to the said First Property, said Second Property and said Third Property (hereinafter referred to as the “**SAID BIGGER PROPERTY**”); The Copies of the Property Cards showing the nature of the holding of the said First Property, said Second Property and said Third Property being respective Owners are annexed hereto and collectively marked as “**ANNEUXRE ‘A’**”;

AND WHEREAS the competent authority under Urban Land (Ceiling and Regulations) Act, 1976, by its orders from time to time, has declared that the said Bigger property as Retainable Land of the said Respective Owners; The copies of Said ULC orders are annexed hereto and collectively marked as "**ANNEXURE `B`**";

AND WHEREAS the District Collector, Thane, has granted permission for Non-Agricultural user of the Said Bigger Property; Copy of said permission is annexed hereto and marked as "**ANNEXURE `C`**";

AND WHEREAS out of the said Bigger Property as per City Survey records adm. 14062.25 Sq. Mtrs., as per triangular method for the purpose of Municipal sanction adm. 13088.55 Sq. Mtrs., the following portions are excluded from present development :-

- a) The Promoter has created third party interest in portion adm. 2686.83 Sq. Mtrs., out of the C.T.S. No.75 out of the said First Property and therefore the said area has also been excluded from present development.
- b) The said First Owner had already created third party interest in portion adm. 472.79 Sq. Mtrs., out of C.T.S. No.75 out of the said First Property and therefore the same has been excluded from the present development.

Thus, after deduction of (2686.83 + 472.79) 3159.62 Sq. Mtrs., from the said Bigger Property, the balance area as per Municipal sanction, adm. 9928.93 Sq. Mtrs., is available for present development. (The development of said area adm. 9938.50 Sq. Mtrs., which is more particularly described in the First Schedule written hereunder and hereinafter referred to as the "**SAID PROPERTY**" is a subject matter of this Agreement);

AND WHEREAS the Government of Maharashtra has declared the part of the said property more particularly described in the First Schedule written hereunder as “**SLUM AREA**” under the provisions of Maharashtra Slum Area (Improvement, Clearance and Re-development) Act, 1971 (for short “**SLUM ACT**”);

AND WHEREAS the Promoter therefore has evolved a scheme of re-development of the said property under Slum Re-development Scheme (SRD) under the said Slum Act. The Promoter accordingly has submitted plans for amalgamation of the said property adm. 9938.50 Sq. Mtrs., and more particularly described in the First Schedule written hereunder and the construction plans for development thereof. Accordingly, the said Local Authority by and under its latest permit and Commencement Certificate bearing V. P. No.2005/112/TMC/TD-DP/TPS/222 dated 10<sup>th</sup> December, 2013 has approved the revised layout of the said property and further has granted permission for construction of 9 buildings partly for Rehabilitation of existing Occupiers and partly for sale to outside Purchasers (Rehabilitate Buildings) and 1(one) building exclusively for sale to outside purchasers (Sale Building) as per said sanctioned plans (hereinafter referred to as the “**SAID SANCTIONED PLANS**”). The Copies of the Letter of sanction and Commencement Certificate are annexed hereto and jointly marked as “**ANNEXURE ‘D’**”;

AND WHEREAS the Promoter has entered into a Standard Agreement as prescribed by the Council of Architects with Archetype Consultants (I) Pvt. Ltd., - an Architect registered with the Council of Architects and further has appointed Mr. Ajay Mahale & Associates, structural engineer for the preparation of structural designs and

drawing/s of the building/s and the Promoter has accepted the professional supervision of the said architect and structural engineer or such other architect/structural engineer as the Promoter may appoint and/or substitute from time to time;

AND WHEREAS under the circumstances, the Promoter alone has the sole and exclusive rights to sell and to enter into Agreements with the Purchasers of the flats and premises in the buildings to be constructed by the Promoter on the said property and to enter into Agreements with the Purchasers of the flats and premises and to receive the sale consideration in respect thereof;

AND WHEREAS Shri Damodar A. Patil, an Advocate from Thane, by and under his Title Certificate dated 2<sup>nd</sup> July, 2007, has certified the title of the Promoter to the said First Property and Second Property. Shri M.R. Patkar, Advocate, Thane, by and under his Title Certificate dated 8<sup>th</sup> December, 2006, has certified title of the said Third Property. The copies of said Title Certificates are annexed hereto and collectively marked as “**ANNEXURE ‘E’**”;

AND WHEREAS the Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the Said Property including the various permissions, no objections and orders and the layout and plans, designs and specifications prepared by the said Architects and sanctioned by the local authority and of such other documents as are specified under the (Maharashtra Ownership Flats Regulation and Promotion of Construction, Sale, Management and Transfer) Act, 1963,



(hereinafter referred to as “**THE MOFA ACT**”) and the rules and regulations made thereunder;

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Residential Flat adm. \_\_\_\_\_ **Sq. Ft. Carpet**, or thereabout carpet area and bearing **Flat/Shop/office No.** \_\_\_\_\_ on \_\_\_\_\_ **Floor** in building presently bearing No. 'J' in the Housing Complex to be known as “**GIRI HEAVEN**” under construction on portion of the said property (said Flat/Shop/Office is hereinafter referred to as “**SAID UNIT**”). The Typical Floor plan of the Said Unit is annexed hereto and marked as **ANNEXURE ‘F’**;

AND WHEREAS relying upon the said application, and representation and Agreement, the Promoter has agreed to sell to the Purchaser the Said Unit for the price and upon the terms and conditions hereinafter appearing;

AND WHEREAS under Section 4 of the Said MOFA, the Promoter is required to execute the written Agreement for sale of the Said Unit to the Purchaser being in fact these presents and also to get registered the said Agreement under the provisions of Registration Act, 1908;

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED MUTUALLY BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

**NOTE - This Agreement and rights and obligation of the Purchaser herein shall be restricted to said 'J' Building and said 'C' portion described hereinafter shall have no concern with remaining part of the Said Larger Property and 'A' & 'B' portions thereof.**

1. **PROMOTER TO CONSTRUCT RESIDENTIAL AND COMMERCIAL COMPLEX:**

The Promoter shall construct a building to be known as **“GIRI HEAVEN”** or by such other name as the Promoter in its sole discretion may decide, on the part of the said property more particularly described in the First Schedule written hereunder, in accordance with the Said Sanctioned Plans approved by the said local authority and which have been inspected and accepted by the Purchaser, and/or its further amendments and/or modifications and/or variations as detailed hereinafter as may be considered necessary by Promoter and approved by the Local Authority and/or any other Competent Authority.

2. **DISCLOSERS BY PROMOTERS AND ACCEPTANCE BY THE PURCHASER:**

The Promoter has disclosed to the Purchaser and after going through the relevant records and all previous sanctioned layout and plans and after thorough discussions and deliberations, the Purchaser has ascertained to his satisfaction and has irrevocably accepted as binding upon him and upon those claiming through and under him as under:

- a) The entire scheme of Development is being carried out under “Slum Re-development Scheme” (for short **“SRD SCHEME”**) under the provisions of sanctioned Development Control Regulations, 1994 by Thane Municipal Corporation and its further amendments from time to time.
- b) The Purchaser is aware that under the prevailing laws, rules and regulations, the Promoter shall NOT be entitled to make any change or variation in the area of the Said Unit agreed to be purchased by the Purchaser

under this Agreement. The Purchaser is further aware that under the said laws, rules and regulations, SAVE AND EXCEPT THE AFORESAID RESTRICTION, otherwise, the Promoter is at liberty and is entitled, with prior approval from concerned authorities; but without requiring to obtain any further consent or concurrence from the Purchaser to get amended, revised, modified and/or re-designed from time to time the layout of the Said Property; and/or to further sub-divide or notional division of the Said Property in independent parts or to amalgamate the said property with any adjoining properties. The Promoter is further at liberty to make the changes, amendments and modifications in the said sanctioned plans including the change in height and location of the buildings, the size and location of the open spaces and scope and nature of the development of recreation area. The Promoter shall further be entitled to at Promoter's sole discretion and without requiring to obtain any further consent or concurrence from the Purchaser to exclude any portion from the present development and, in effect, to reduce the area of the said property or to acquire additional property and to increase the scope of area of the land to be developed. The Promoter further is entitled to make any other changes whatsoever in the planning of the entire complex. It is specifically agreed and understood that for making aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter.

- c) The Promoter shall be entitled to consume the Floor Space Index (FSI) on the said property which may be presently available as per prevailing rules and regulations as well as which may become available in future due to changes in laws, rules and regulations, in further construction in the said property or by transferring such FSI on some other property. The Promoter further shall be entitled to purchase the Transferable Development Rights (TDR) from elsewhere and to load, use and utilize the same in further construction in the said property by constructing additional floors on existing buildings or constructing additional buildings as per law, rules and regulations for the time being in force. The Purchaser shall not be entitled to raise any objection for utilization of such FSI/TDR from other properties to said property or FSI/TDR from the said property to other properties. Such additional structures and storeys shall be the property of the Promoter alone and the Promoter shall be entitled to sell and dispose off and otherwise to deal with the same, at Promoter's sole discretion without requiring to render any account thereof or to obtain any further or separate consent or concurrence from the Purchaser.
- d) The Promoter further shall be entitled without requiring to obtain any consent or concurrence from the Purchaser, to grant the right of way over the said property to the adjoining properties belongings to the Promoter or belonging to the third party for such consideration and upon the terms and conditions, the Promoter may at its sole discretion may deem fit and proper and such decision and action of the Promoter

shall irrevocably binding on the Purchaser and Society/ies to be formed in the said property.

- e) The Promoter has reserved the right to give the open space around the building and space under the stilt and basement and terrace in the said property for the purpose of car parking, garage, for putting up hoardings, sign boards and/or for any other purposes on such terms and conditions as the Promoter may desire. The said rights shall continue to subsist even after the said property is conveyed to the said Society or Apex Society / societies as the case may be and the clause containing such rights shall be incorporated in such conveyance/s. The Promoter or their nominee/s shall pay periodical nominal contribution per year to the said Society in token of such right which will be transferable and heritable even after the conveyance of the said property. The Promoter or their nominee/s shall be exclusively entitled to the income they may derive out of such use of open space/stilt/terrace/basement. The Purchaser shall not be entitled to any rebate and/or concession in the consideration of the Said Unit on account of reservation of rights by Promoters as aforesaid. The Purchaser herein shall not be entitled to any abatement in the price of the Said Unit or object to the same for any reason whatsoever and shall allow the Promoter their agents servants etc., to enter into and upon the said property and the said buildings for the purpose of use or enjoyment of the said open space and/or stilt/terrace/ basement/podium, etc. The Promoter shall be entitled to transfer or assign such rights to any person and the Purchaser and the

Society and/or the Apex Society when formed shall not raise any objection thereto.

- f) The Purchaser is aware that the said Plans are sanctioned under Slum Act. As such, the TMC is entitled to give direction to the Promoter on the point of manner and mode of transfer of land in the name of the Society/Societies to be formed. It is therefore, agreed by the Purchaser that the Promoter shall be entitled to executed the Conveyance of the said property or any portion thereof in the name of the Society/societies to be formed, subject to such direction from TMC. The Purchaser hereby accepts the authority of TMC in this respect and hereby agrees and undertakes not to raise in future any dispute in respect thereof.
- g) The Promoter further shall be entitled to carry out the intended Development as aforesaid by itself or through its nominees or assignees.
- h) The Purchaser is aware that some of the allottees may use their premises for diverse purposes and the Promoter may not have control over such usages. It is, therefore, agreed that the Purchaser herein shall not be entitled to raise any objection for use of the other premises in the Said 'J' Building for any user except for illegal user such as gambling den.

3. NOTWITHSTANDING ANYTHING to the contrary contained elsewhere in this agreement and, in order to avoid any possible confusion, the parties hereto hereby keep on record that prior to the execution of this agreement, the Promoter has explained and informed to the Purchaser and the Purchaser, after going thoroughly through the sanctioned plans and other documents made available by the Promoter, has satisfied, noted,

agreed upon and accepted as binding upon the Purchaser and those for the time being holding the said premises as under :

a) As per the latest sanctioned plans bearing V.P. No. 2005/112/TMC/TD-DP/TPS/222, dated 10th December, 2013, the Promoter has made notional division of the entire property in following manner :

- i) **Portion 'A'** : A portion of land shown with 'A','B','C' and 'D' and marked with **Red** coloured boundary on the plan thereof annexed hereto is having seven buildings bearing Building Nos. A,B,C,D,E, F and G and has allotted majority of flats therein to erstwhile hutment dwellers in the property and the remaining flats are allotted to the outside purchasers. One society of all the seven buildings has been registered under the name and style of Yash Anand Co-operative Housing Society and control and the maintenance of the said buildings is presently being looked after by said society. For all practical purposes, the Said A Portion is treated a separate property. The said buildings have an access from Sambhaji Path. There is dividing wall between cluster of said seven buildings and remaining property. The Purchaser herein shall have no concern with the Said 'A' Portion and the said A, B, C, D, E, F and G buildings and amenities and facilities provided therein.
- ii) **Portion 'B'** : A portion of land shown with letters 'E', 'F', 'G' and 'H' and marked with **Green** coloured boundary on the plan thereof annexed hereto is having one building bearing Building No.H. The Flats and premises in said H Building are sold out exclusively to outside purchasers. Further, the Promoter has provided to the occupant of said H Building in the Said

`B' Portion, the high end amenities and facilities exclusively for the users of occupation of the building including but not limited to podium parking, open space parking, swimming pool, gymnasium, additional parking and such other amenities and facilities. The control and maintenance of said H building is being held and looked after by separate society registered under the name and style of Giriraj Heights Co-operative Housing Society. For all practical purposes, the Said 'B' portion is treated as separate property. The Purchaser herein being the purchaser in Said 'J' building situated in Said 'C' Portion shall have no concern with the said 'B' portion, said H Building and the amenities and facilities as provided in Said 'B' Portion including the parking, podium parking, open space parking, swimming pool, club house, gymnasium, Garden(R.G.) and other amenities and facilities of whatsoever other nature and the rights of the Purchaser herein shall be limited to physical location of Said 'C' Property.

- iii) **Portion 'C'** : A portion of land marked with **Yellow** coloured boundary on the plan thereof annexed hereto is having one building bearing Building No 'J'. The said 'J' type building is consist of slum Rehabilitation Units (Commercial and Residential) as well as units for free sale. Accordingly, the Promoter intends to sale the Flats and premises therein; partly to erstwhile hutment dwellers and partly to outside Purchasers. The Developers intends to form separate Society of the Purchasers in 'J' Building. The Flats being purchased hereunder is located in said 'J' building. As such, rights and obligations of Purchasers herein shall be limited to the said 'C' portion and said J Building



and the Purchasers herein shall have no concern with the Said 'A' Portion and Said 'B' portion including the parking, podium parking, open space parking, swimming pool, club house, gymnasium and other amenities and facilities of whatsoever other nature in Said 'B' Portion and the rights of the Purchaser herein shall be limited to physical location of Said 'C' Portion.

- iv) The Promoter further has provided internal road from old Agra Road to Said 'B' Portion passing through the portion adjacent to said 'J' Building. It is, therefore, agreed that the Purchaser herein as well as the Society – when formed of the buyers in said 'J' Building shall not be entitled to object to said access and/or to put up any gate or like obstacle from old Agra Road to Said 'B' Portion.

#### 4. **AGREEMENT TO SALE AND PURCHASE:**

Subject to the rights of the Promoter as stated in foregoing clauses and other clauses written hereunder, the Promoter hereby agrees to sell to the Purchaser and the Purchaser, by accepting the rights of the Promoter as stated in this Agreement, hereby agrees to purchase from the Promoter, the Said Unit bearing Residential **Flat No.** \_\_\_\_\_ adm. \_\_\_\_\_ **Sq. Ft. Carpet**, or thereabout carpet area bearing Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor of said sale Building presently bearing No. J to be constructed on the said property and to be known as **“GIRI HEAVEN”** or by such other name the Promoter may decide and as more particularly described in the Second Schedule written hereunder and shown on the Plan thereof hereto annexed as Annexure 'F' at or for the lump sum consideration of **Rs.** \_\_\_\_\_ **/- (Rupees** \_\_\_\_\_ **)**

The Purchaser further records and confirms that the consideration fixed is lump sum and is not calculated on the basis of the area that would be made available to the Purchaser.

**PURCHASER'S AGREEMENT TO PAY CONSIDERATION:**

The Purchaser agrees to pay to the Promoter said lump sum consideration of **Rs.** \_\_\_\_\_ (Rupees \_\_\_\_\_) as per progress of the work of a building in which the Said Unit is to be situated in the following manner:

a) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

Being 15% of the total consideration.

Paid on or before execution of this Agreement (the payment and receipt whereof Promoter doth hereby admits and acknowledges and releases and discharges the Purchaser from the payment thereof forever).

b) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

Being 10% of the total consideration.

Payable on Completion of Plinth work.

c) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_)

Being 49 % of the total consideration.

Payable on Completion of 1<sup>st</sup> Slab  
work to 7<sup>th</sup> slab work (Seven equal  
installments).

d) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_)

Being 4% of the total consideration.

Payable on Completion of Masonry  
work (Six equal installments).

e) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_)

Being 4% of the total consideration.

Payable on Completion of Plaster  
work (Six equal installments).

f) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_)

Being 4% of the total consideration.

Payable on Completion of  
Flooring/Tiling work (Six equal  
installments).

g) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

Being 3% of the total consideration.

Payable on Completion of Doors and Windows work (Six equal installments).

h) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

Being 3% of the total consideration.

Payable on Completion of Electrical work (Six equal installments).

i) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

Being 3% of the total consideration.

Payable on Completion Sanitation work (Six equal installments).

j) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

Being 2% of the total consideration.

Payable on Completion of Painting Int. & Ext. work.

k) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

Being 3% of the total consideration.

Payable on at the time of possession.

The installments referred herein above and payable by the Purchaser shall be paid on the respective due dates strictly as per the aforesaid time schedule without any delay or default as time in respect of payment of installments in respect of all amounts payable under this Agreement are the essence of the Contract. The Promoter shall forward to the Purchaser at the address given by the Purchaser in this Agreement intimation recording the Promoter having commenced the aforesaid work. The Purchaser shall be bound to pay the amount of the installments within eight days from the date; the Promoter has dispatched such intimation Under Certificate of Posting or through Courier Service with due acknowledge at the address of the Purchaser as given in this Agreement. The Promoter shall obtain and keep in its Office situate at the said property for the inspection by the Purchaser, the Certificate of its Architect certifying that the Promoter has commenced the work and such certificate shall be valid and binding upon the Purchaser and the Purchaser agrees not to dispute the same. If the Purchaser makes any delay or defaults in making payment of any of the installments referred hereinabove then the Promoter shall be entitled to charge for over due period interest at the rate of 21% per annum on all such overdue installments. It is further agreed that on the Purchaser committing default in payment on the due dates all or any of the installments and/or other amounts referred herein and

payable under this Agreement or if the Purchaser commits breach of any of the terms and conditions contained herein and to be observed and performed by the Purchaser then and in that case without prejudice to their other rights under this Agreement and under the law the Promoter shall be entitled at Promoter's sole discretion an option to terminate this Agreement PROVIDED AND ALWAYS that the Power to terminate herein contained shall be exercised by the Promoter after giving to the Purchaser 15 days period notice in writing of their intention to terminate this Agreement and specifying the breaches of the terms and conditions on account of which the Promoter intent to terminate the Agreement and if the Purchaser continues the default in remedying such breaches as mentioned in the said notice then upon expiry of the notice period for the breaches committed by the Purchaser this Agreement shall stand terminated without any further notice. It is further agreed that upon termination of this Agreement as provided herein, the Promoter shall after deducting as compensation an amount equal to 25% of the total consideration, refund to the Purchaser the balance of the amount, if any, which the Purchaser may have till then paid to the Promoter. No interest shall be paid by Promoter to the Purchaser on such refundable amount. Upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoter shall be at liberty to dispose off and sell the Said Unit to any third party at such price and on such terms and conditions as the Promoter may desire and think fit in Promoter's sole discretion without being requiring to obtain any consent from the Purchaser.

**5. PURCHASER'S AGREEMENT TO PAY FURTHER AMOUNTS:**

A) The Purchaser agrees to pay to the Promoter before claiming possession of Said Unit, in addition to the consideration provided hereinabove, the following lumpsum:

i) Rs. 600/- (Rupees Six hundred only)

towards Entrance Fee and share money for membership of the Co-operative Society and Apex Body to be formed.

ii) Rs. 14,500/- (Rupees Fourteen thousand Five hundred only)

towards Society & Apex Society formation charges.

iii) Rs. 5,000/- (Rupees Five thousand only)

towards Legal Expenses of this Agreement.

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Rs. 20,100/-

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B) Rs. \_\_\_\_\_/- (Rupees\_\_\_\_\_)

\_\_\_\_\_ )  
towards 18 months provisional maintenance charges (excluding municipal and other taxes which are provided hereinafter) for the said building and the housing complex, presently estimated at the rate of Rs. 6/- per Sq. Ft., carpet area per

month payable from the date of possession being offered.

The amount so paid by the Purchaser to the Promoter under (A) and (B) above shall not carry any interest and remain with the Promoter till a conveyance is executed in favour of Society/Apex Society. On such conveyance being executed in favour of the Society/Apex Society after deducting therefrom all the expenses including those mentioned above, the surplus - if any, shall be handed over, without interest, by the Promoter to the Society or Apex Body or as the case may be any deficit amount shall be recovered from the Purchaser and the Society. It is specifically agreed and understood by the Purchaser that if the Purchaser or any of the Purchasers in the building in which Said Unit is to be located, commits default in contributing their respective share towards aforesaid expenses, then and in that case, the Promoter shall stand absolved from their obligations of providing such services and shall not be liable or responsible for hardship or inconvenience, if any, caused to the Purchaser and other Purchasers and the Society.

C) i) For 1 RK :

i-a) Rs.1,00,000/- (Rupees One lakh only)

towards agreed/settled amount of proportionate contribution payable by the Purchaser to the Promoter, towards the expenditure to be incurred by the Promoter for obtaining from MSEB (and/or any other provider of electricity) Electrical



load for the Development project and towards the cabling from the entry point in the Development project to the building in which the Said Unit are located as also Development charges Balcony premium, Electricity, Meter Deposit, Electrical Cable, Sub-Station – if required, Water Deposit and Supply lines, out of pocket expenses of whatsoever nature and other related expenses.

i-b) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

\_\_\_\_\_ only)

towards Development charges at the rate of Rs.21/- per Sq. Ft., of Carpet + 20% i.e. built up.

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

=====

ii) For 1 BHK :

ii-a) Rs.1,50,000/- (Rupees One lakh Fifty thousand only)

towards agreed/settled amount of proportionate contribution payable by the Purchaser to the Promoter, towards the

expenditure to be incurred by the Promoter for obtaining from MSEB (and/or any other provider of electricity) Electrical load for the Development project and towards the cabling from the entry point in the Development project to the building in which the Said Unit are located as also Development charges Balcony premium, Electricity, Meter Deposit, Electrical Cable, Sub-Station – if required, Water Deposit and Supply lines, out of pocket expenses of whatsoever nature and other related expenses.

ii-b) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

towards Development charges at the rate of Rs.21/- per Sq. Ft., of Carpet + 20% i.e. built up.

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)  
=====

iii) For 2 BHK :

iii-a)Rs.1,85,000/- (Rupees One lakh Eighty Five thousand only)

towards agreed/settled amount of proportionate contribution payable by the Purchaser to the

Promoter, towards the expenditure to be incurred by the Promoter for obtaining from MSEB (and/or any other provider of electricity) Electrical load for the Development project and towards the cabling from the entry point in the Development project to the building in which the Said Unit are located as also Development charges Balcony premium, Electricity, Meter Deposit, Electrical Cable, Sub-Station – if required, Water Deposit and Supply lines, out of pocket expenses of whatsoever nature and other related expenses.

iii-b) Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_ only)

towards Development charges at the rate of Rs. 21/- per Sq. Ft., of Carpet + 20% i.e. built up.

Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_ )  
=====

It is specifically agreed and understood that the aforesaid amounts shall be collected as “AGREED/SETTLED/ASCERTAINED EXPENSES” to be incurred by the Promoter and therefore the Promoter shall neither be entitled to demand additional amount on account of deficit in actual

expenses and nor be under obligation to maintain separate account thereof and/or render account thereof to the Purchaser or to the Society as the case may be and Purchaser shall also be not entitled to demand such account from the Promoter of such amount.

Note for A, B & C Above -

It is a condition of this Agreement and the Purchaser hereby agrees that at the time of taking possession of the Said Unit, the Purchaser shall be required to pay to the Promoter and hereby covenants to pay to the Promoter the amounts listed in A, B and C above and that unless all such amounts are paid by the Purchaser to the Promoter, the Purchaser shall not be entitled to demand or acquire possession of the Said Unit and the Promoter shall not be bound or required to hand over to the Purchaser possession of the Said Unit and the Purchaser shall not have the right to use or occupy the Said Unit or any of the Limited Areas and Facilities appurtenant thereto and or the Special Common Area and Facilities referred to hereunder.

E) The Purchaser shall further pay directly to the concerned authorities and if paid by the Promoter then shall reimburse to the Promoter, the Municipal and revenue taxes, water charges, N.A. taxes, local taxes, cess, duty or such other levies by local authority and/or by Govt. Departments and other statutory outgoings of his share due and payable from the date of issuance of Occupation certificate of concerned building or as and when demand is made by the concerned Authorities, whichever is earlier. The Promoter shall not be liable for any consequences for non-payment of municipal

and other charges as above taxes for the reasons or on the grounds whatsoever.

- F) If the sale of the Said Unit contemplated under this Agreement is covered under VAT, Service Tax, LBT or such other tax which is or will be imposed by the Central/State Govt., and/or local body, the same shall be borne and paid and reimbursed by the Purchaser alone.
- G) The Purchaser further shall pay to the Promoter interest at 21% p.a. on all the amounts which may remained overdue and payable by the Purchaser to the Promoter under the terms of this Agreement.

**6. COMMON AMENITIES AND FACILITIES:**

The Promoter shall provide the amenities and facilities in the Said Unit as per annexure 'G' annexed hereto without charging any additional consideration therefor.

**7. FORMATION OF THE SOCIETY:**

The Promoter has disclosed to the Purchaser and the Purchaser has irrevocably agreed and undertaken as under:

- a) that until the entire Complex is completed and FSI available and TDR loadable on the said property is duly utilized by the Promoter and the entire receivable by the Promoter from all Flat Purchasers is duly received by the Promoter and all the obligations required to be carried out by the Purchaser herein and the other Purchasers of premises in the Buildings to be

constructed in the said property are fulfilled by them the Promoter shall not be bound and shall not be called upon or required by the Purchaser to form the Society of the Purchasers and the Purchaser agrees and irrevocably consents not to make any such demand or raise any dispute or objection in that behalf.

b) The Promoter has further disclosed that the Promoter intends to form either -

b-i) separate Society for individual buildings or group of buildings for the Internal management of such buildings and to form a Federation / Apex Body of all such Societies and to execute one conveyance of the said property or sub-divided property or amalgamated property as the case may be as provided elsewhere in this Agreement, in favour of such Federation of the Societies / Apex Body.

**-- OR --**

b-ii) one Society of all the Buildings in the said property or sub-divided or amalgamated property as the case may be and to execute one Conveyance in favour of such Society.

AND the decision of the Promoter in this respect shall be final and remain binding on the Purchaser and all the Purchasers in the complex.

c) Pending formation of the Society of particular building or of all buildings, the Promoter may call upon the Purchaser and other Purchasers in the buildings, to take charge of maintenance of the said building. In such an eventuality it shall be obligatory and

binding upon the Purchaser to co-operate independently maintaining such building and contributing towards maintenance and payment of proportionate property tax of the particular building.

- d) As per law, rules and regulations, the Conveyance of the entire undivided said property or sub-divided property or amalgamated land under composite development is required to be executed in the name of the Apex Society/Societies of several building societies or in absence of such different building societies in the name of one Society of all the buildings to be constructed on such undivided land or respective sub-divided lands or amalgamated land as the case may be. Under the circumstances, the Promoter has made it clear to the Purchaser and the Purchaser has irrevocably agreed, accepted as binding upon him that only on completion of entire project in every respect on the said property or sub-divided property or amalgamated property as the case may be, the Promoter can and shall legally execute the Conveyance thereof in the name of the Society or Apex Society as the case may be. The Purchaser is aware that having regards to the size of the proposed development, the completion of such project in every respect may take considerable time. Under the circumstances, the Purchaser shall not be entitled to raise and shall not raise any objection on the ground of non-execution or late execution of the Conveyance of the said property or sub-divided property or amalgamated property as the case may be.
- e) The Purchaser along with the other Purchasers of premises in the said building shall join in forming and registering a Co-operative Housing Society, and for that purpose shall sign and execute from time to time all

applications, forms, declarations, bye-laws and other documents necessary for formation and Registration of such Society so as to enable the Promoter to register the Society of the Purchasers of Flats and premises in the said property. It is further specifically agreed that if the Purchaser and all other Purchasers in the said 'J' type building do not extend their full co-operation in registering the Society as aforesaid, then and in that case, the Promoter shall stand absolved from its obligation to register the Society.

- f) The individual building shall always be known as 'J' type by the name assigned thereto by the Promoter. The Purchaser and other purchasers and/or the society and/or the Apex Building shall have no right to change the name of the housing complex and/or the said 'J' type building and the said name of the housing complex and the building shall always be included while registering the Apex Society and Society respectively.

**8. AGREEMENT/COVENANTS AND UNDERTAKING  
BY THE PURCHASER:**

The Purchaser hereby expressly agrees and covenants with the Promoter that:

- a) In the event of all Floors of the said proposed Buildings on the said property being not ready for occupation simultaneously and in the event the Promoter granting Licence to the Purchaser to enter upon the said Flat then and in that event the Purchaser shall not raise any objection to the Promoter on the ground of



nuisance, annoyance or any other ground or reason whatsoever, for completing the construction of the remaining Floor/s or the buildings in the said property. The Promoter shall be entitled to carry out and complete the remaining work by themselves or by assigning the same to any third party at their sole discretion.

- b) The Purchaser is aware that the Promoter proposes to allot the stilt portion, basement and open space as earmarked for parking. The Purchaser hereby gives his irrevocable consent for such allotment and it shall not be open for the Purchaser to raise any objection by himself or by and/or through the Society as and when formed for such allotment.
- c) Provided that it does not in any way affect or prejudice the rights of the Purchaser in respect of the Said Unit, the Promoter at Promoter's sole discretion shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property.
- d) Save and except the Said Unit hereby agreed to be purchased, the Purchaser shall have no claim, on all other premises and areas including stilt, basement, podium, terrace and open spaces around the said building and the balance

portion/s of the said property including layout road, open spaces, etc., which shall always remain the property of the Promoter until the whole of the property is transferred to the Society / Apex Society as the case may be subject to the rights of the Promoter as contained in this Agreement.

- e) The Promoter has obtained a Certificate of Title of the said Property, copy whereof is annexed hereto and marked as Annexure 'E'. The Purchaser has accepted the said Title Certificate and the Purchaser agrees not to raise any requisitions or objections to the title of the said Promoter and/or an authority of the Promoter to Develop the Said Property.
- f) The Purchaser confirms that the Promoter has given to him free and complete inspection of documents of title and approvals from various authorities in respect of the said property including the Agreements for Development and other documents referred to hereinabove and the Purchaser confirms that only after inspecting the aforesaid document and all other approvals and being satisfied in respect thereof, the Purchaser has entered into this Agreement.
- g) While accepting the possession of the Said Unit from the Promoter, the Purchaser shall get himself satisfied about the quality of work and providing of amenities etc., and after the Purchaser taking possession of the Said Unit, the Purchaser shall have no claim against the Promoter as regards the quality of the building material used for construction of the building or Amenities provided and the nature of the construction of the Said Unit or otherwise whatsoever.
- h) In the event of Society being formed and registered before the sale and disposal by the Promoter of all the premises, the powers and the authority of the Society so formed shall be subject to the overall authority and control of the Promoter in respect of all matters

concerning the said building/s and Said Property. The Promoter shall have absolute authority and control as regards the unsold Flats/shops/allot Parking Space/Garage/Unit and the sale and disposal thereof. Under such circumstances, the Promoter shall have undisputed right to sell the premises and allot Parking Space to any third party and to receive and appropriate the consideration thereof for them. In such eventuality, on receipt of application by such purchases, duly accompanied with requisite share money and entrance fees, it shall be binding on Purchaser and the Society to accept such Purchaser of unsold premises as member of the Society without demanding any premium, donation or like amount thereof.

- i) The Stamp Duty and Registration Charges payable on this Agreement and all incidental expenses therefor shall be borne and paid by the Purchaser alone. The Purchaser shall, immediately after the execution of this Agreement, lodge this Agreement for registration with the Office of the Sub-Registrar of Assurances at Thane and inform within seven days from the date of such lodgement the serial number and the date of lodgement to the Promoter to enable the Promoter to attend the office of the Sub-Registrar and to admit execution hereof.
- j) The Stamp Duty and Registration charges and expenses of and concerning the execution and registration of the Conveyance to be executed shall be borne and paid by the Purchaser alongwith other Purchasers of flats and premises in the said property, in

proportion of their respective holdings as and when demanded by the Promoter or the Society as the case may be.

- k) Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title and interest of any kind whatsoever into or over the Said Unit and/or said property or any part thereof such conferment shall take place only upon the execution of the Conveyance in favour of the Society to be formed.
- l) The Promoter shall in respect of any amounts remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the Said Unit agreed to be purchased by the Purchaser.
- m) 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 or through Courier Services with due acknowledgement at the address given by the Purchaser and as recorded in title of this Agreement or at the address notified in writing by the Purchaser to the Promoter after execution of this Agreement.
- n) It is expressly agreed that the Promoter or his Agent shall be entitled to put a hoarding and/or mobile receiving Antenna on the said property or on the building/s on the said property or any parts thereof and the said hoardings may be illuminated or comprised of Neon Signs and for that purpose the Promoter are fully

authorised to allow temporary or permanent construction or erection or 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. Income derived from such hoarding and/or mobile receiving antenna shall be the income of the Promoter.

- o) The Promoter shall be entitled to use the terrace including the parapet wall for any purpose including display of the advertisements and sign boards and the Purchaser shall not be entitled to raise any objections or to claim any deductions in the price of the premises agreed to be acquired by him and/or claim any compensation or damage on the grounds of inconvenience or any other ground whatsoever from the Promoter.
- p) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver on part of the Promoter 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 Promoter.
- q) The Purchaser for himself and all persons claiming through the Purchaser with the intention to bring all persons into whosoever hands the premises may come, both hereby covenant with the Promoter as follows :-

- q-i) From the date of possession of the Said Unit to maintain the premises at Purchaser's own cost, in good and tenantable repairs and condition and not to make any changes alterations or additions to the Said Unit or any portion thereof and not to do or suffer to be done anything to the staircase, lift and any passage of the building in which the Said Unit is situated or which may be against rules, regulations and bye-laws of the TMC/SRD or any other Competent authorities concerned. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to all those who are affected by the act and/or omission by the Purchaser and/or to the TMC/SRD and/or the Authorities concerned.
- q-ii) Not to change the user of the Said Unit for which it is being sold.
- q-iii) Not to store in the Said Unit any goods which are hazardous, combustible or of dangerous nature or are so heavy so as to damage the construction or structure of the building in which the Said Unit is situated or storing of which goods is objectionable by the TMC/SRD or other authorities.
- q-iv) Not to carry or cause to be carried heavy packages to upper floor which may damage or is likely to damage any part of the building in which the Flat is situated and in case any damage is caused on any account by the

Purchaser, the Purchaser shall be liable to repair and restore it to its original position prior thereto.

- q-v) Shall carry out at Purchaser's own costs all internal repairs of the Said Unit and maintain the Said Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser.
- q-vi) Shall not do or suffer to be done anything in or to the building or Said Unit which may be in breach of the rules, regulations and bye-laws of the TMC/SRD and/or other authorities and the bye-laws of the Society. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be taken as in breach and shall also be responsible and liable for the consequences thereof to the concerned authority, as also to the other Purchasers if they get affected thereby.
- q-vii) Not to demolish or cause to be demolished the Said Unit or any part thereof and not at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Unit or any part thereof nor to make any alteration in the elevation and out side colour scheme of the building in which the Said Unit is situated and keep the Flat, sewers and drainage in the Said Unit and all appurtenances thereto in good tenantable repairs and

condition so as to support, shelter and protect the other parts of the building.

- q-viii) Shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC parts or other structural members in the Said Unit.
- q-ix) 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 Building or any part thereof or whereby any increased premium shall become payable.
- q-x) No to throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the Said Unit in the open space surrounding the building or any part thereof or in the building common areas, install flower pots in balcony or windows.
- q-xi) The Purchaser further shall not install Flower bed in balcony or windows of the Said Unit.
- q-xii) Pay to the Promoter within 7 days of demand by the Promoter proportionate share of security deposit demanded by authority for giving water, electricity or any other service or amenities in connection with the Said Unit.
- q-xiii) To bear and pay increase in local taxes, water charges, insurance, levy, cess duty, etc., which are imposed by the TMC and/or Government and/or other public authority, on account of any action/inaction by the Purchaser or otherwise as is applicable from time to time.



- q-xiv) Shall not let, sub-let, transfer, assign or part with Purchasers' interest or benefit under this Agreement or part with the possession of the Said Unit until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up 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 after the Purchaser has obtained in writing the specific No Objection from the Promoter for such transfer and sale etc.
- q-xv) Shall observe and perform all the rules and regulations that are communicated by the Promoter from time to time till the Promoter are in management and upon the Society taking over management, to observe and perform the rules of the Society adopted at its inception and any additions, alterations or amendments thereof that may be made from time to time, for protection and maintenance of the building and the Flats therein and to observe and perform the Building Rules, Regulations and Bye-laws for the time being of the TMC and of the Government in force.
- q-xvi) Shall observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Said Unit and pay and contribute regularly and punctually towards the

outgoings in accordance with the terms of this Agreement.

q-xvii) Till Conveyance is executed the Purchaser shall permit the Promoter and all persons authorised by the Promoter at all reasonable times, to enter into and upon the Said Unit and building or any part thereof to view and examine the state and condition thereof.

q-xviii) Shall not demand partition of Purchaser's interest in the said building and/or said property, Purchaser's interest in the said property being impartible.

**9. DATE OF POSSESSION:**

It is expressly agreed that the possession of the said Flat will be endeavored to be handed over by the Promoter to the Purchaser by \_\_\_\_\_, PROVIDED the Promoter has received full purchase consideration of the said premises and all other amounts payable by the Purchaser to the Promoter under this Agreement as also the Promoter has received all such amounts from other Purchasers strictly as per time schedule and provided the construction by the Promoter is not delayed on account of non-availability of steel, cement and other building materials, water or electric supply and any act of God, Civil Commotion, Riots or any notice, order, rule or notification of the Government and/or other public body and/or Competent Authority and/or any individual resulting in stopping or disturbing the construction schedule

of the Promoter and there is no delay in issue of Occupation Certificate by SRD/TMC and/or Planning Authority and there are no circumstances beyond the control of the Promoter. Non payment of consideration and of dues by the Purchaser and other Purchasers of premises in the Building strictly as per time schedule stipulated in their respective Agreements shall be construed as one of the circumstances, beyond the control of the Promoter. Subject to above, if the Promoter for any other reasons is unable to give possession of the Said Unit by the date stipulated hereinabove then the Promoter agrees that the Promoter shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the Said Unit without interest as also without any deduction of any amount therefrom. Till the entire amount as stated is refunded by the Promoter to the Purchaser, subject to prior encumbrances if any, such amount shall have charge on the Said Unit only, but not on the said property. It is agreed that upon refund of the said amount as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Said Unit or against the said property in any manner whatsoever and the Promoter shall be entitled to deal with or dispose off the Said Unit to any person or party as the Promoter may desire at their absolute discretion.

10. **PROMOTER TO CONVEY:**

- a) Subject to and as per direction from TMC/SRD, the Promoter shall convey the said property or sub-divided property or amalgamated property (except the land under public road and land under amenity open space) in the name of the Society/Societies or apex Society as the case may be. All the rights in recreation area and internal road area, areas under reservation shall belong to and continue to be retained by the Promoter and the Promoter shall be entitled to sell, transfer or assign such area or areas to any person or party as the Promoter may desire and neither the Purchaser nor the Society / Apex Society shall dispute, object or oppose to the decision of the Promoter in this behalf.
- b) Subject to terms of this Agreement being fulfilled, the Promoter shall execute the Conveyance/s in respect of the said property or any part thereof either portion wise or building wise or phase wise or in one lot as the Promoter may desire and all costs, charges, expenses by way of Stamp Duty and Registration Fee and all other expenses whatsoever required to be incurred shall be borne and paid by the Purchaser alone alongwith other Purchasers of premises on pro-rata basis. The contribution as demanded by the Promoter for such expenses shall be binding upon the Purchaser and the Purchaser shall not object to or oppose or dispute the same in any manner whatsoever.

- c) Advocate of the Promoter shall prepare the Conveyance and all other documents to be executed in pursuance of this Agreement and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with formation and registration of Society, the preparation and execution of the Conveyance or long lease and other documents shall be borne and paid by the Purchaser and all the Purchasers in the said property in proportion to the area of their respective premises. If any of the Purchasers in any of the buildings commit default in such payment, the Promoter shall not be liable or responsible for resultant delay in formation of the Society / Societies and/or of execution of the Conveyance as the case may be.

11. **MEANING OF WORDS IN THE AGREEMENT:**

In this Agreement unless context otherwise implies:

- a) The expression defined herein shall have the respective meaning assigned to them.
- b) The singular wherever used shall include plural and vice-versa.

- c) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

12. **SEVERABILITY OF CLAUSES OF AGREEMENT:**

It is specifically agreed by and between the parties hereto that if any provision hereof shall be held invalid, illegal or unenforceable in law, then, in that event the entire Agreement shall not be treated void-ab-initio and, in such case, such of the other clause or clauses or part of the clause or clauses or part of this Agreement shall be severed from such invalid, illegal and unenforceable Agreement and the Agreement to the extent it is valid shall remain in force and effect.

13. **APPLICABILITY OF MOFA:**

This Agreement shall always be subject to the provisions contained in the MOFA and Maharashtra Ownership Flats Rules, 1963 and any other provisions of law applicable thereto.

14. **MISCELLANEOUS:**

- a) The titles of the clauses are for ease of reference only and shall not control or affect the meaning or construction or scope of any provision hereof.
- b) Print and electronic media advertisement, the Brochure, layout display plan, model of project, perspective and such other sale promotional and publicity literature shall be informative in its nature and subject to change from time to time without notice and shall not constitute part

of this contract and shall not be enforceable against the Promoter.

**FIRST SCHEDULE ABOVE REFERRED TO :**

**(SAID FIRST PROPERTY)**

ALL THOSE PIECES OR PARCELS OF NON-AGRICULTURAL LAND situated, lying and being at Revenue Village Naupada, Thane, Taluka and District Thane, Registration District and Sub-District of Thane and within the limits of the Municipal Corporation of the City of Thane and according to City Survey Records bearing following description :-.

Sr. No.	Tika No.	C.T.S. No.	Area Sq. Mtrs.,
1.	15	37	101.20
2.	15	38	177.30
3.	18	75	8126.25
4.	18	76	245.00
5.	18	80	5413.00
Area as per City Survey Records -			14062.75
Area as per Municipal Records –			13088.55
Less – portion out S. No.75 excluded from present development			2686.83
portion of S. No.75 sold to third party			472.79
Net Plot area (inclusive of road) Under Development			9928.93

In the presence of ... .. }

- 1.
- 2.



**RECEIPT**

RECEIVED of and from the withinnamed  
PURCHASER the sum of **Rs.** \_\_\_\_\_/- being the  
Part Consideration to be paid by him to us as follows:

CHEQUE NO.	DATE	AMOUNT	BANK & BRANCH

Rs. \_\_\_\_\_/-

**WE SAY RECEIVED**

(Subject to realisation of cheque)

For **M/s. Yash Developers,**

Authorised Partner

**(PROMOTER)**

WITNESSES :-

- 1.
- 2.