

AGREEMENT FOR SALE

This Agreement for sale is made and entered into at Ambarnath on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Dist. – Thane , Maharashtra State.

BETWEEN

M/s Laxmi Sagar Developers & Builders	: Promoters /
Through its Partner	
Mr./Mrs.	: Builders

AND

Mr./Mrs.	: Purchaser
Mr./Mrs.	: Purchaser

M/S. LAXMI SAGAR DEVELOPERS & BUILDERS, a partnership firm, having its office at Mohan Niwas, Punjabi Colony, Ulhasnagar – 3 , through its partner Mr./Mrs. \_\_\_\_\_, adult, aged about \_\_\_\_ years, hereinafter called and referred to as the PROMOTERS (Which expression unless be repugnant to the context or meaning thereof mean and includes the partner constituting the firm for the time being their / his/ her survivors of them their /his/ her heirs, executors, administrators and assigns)being the PARTY OF THE FIRST PART.

AND

Mr./Mrs.	Aged about	years
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Mr./Mrs.	Aged about	years
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Residing at : \_\_\_\_\_

Hereinafter called & referred to as the PURCHASER/S ( Which expression shall unless it be repugnant to the context or meaning thereof mean and include his/ her/ their heirs executors, administrators and assigns ) being the PARTY OF THE SECOND PART.

AND WHEREAS Mr. Vasant. N. Vernekar as the owner of all that piece and parcel of non – agricultural land lying being and situate at Morivali, Taluka - Ambarnath, bearing Gut No. – 32/2 , Plot No. – 39 , having C.T.S. No.- 9572, area admeasuring about 380.20 Sq. mtrs. within the limits of the Ambarnath Municipal Council.

AND WHEREAS Mr. Vasant. N. Vernekar given his development rights of plot no. – 39 adm area – 380.20 Sq. mtrs, in Gut no.- 32/2, having C.T.S. No.- 9572, situated at Morivali, Ambarnath , Taluka Ambarnath , Dist. – Thane, within the limits of Ambarnath Municipal Council , to Mr. PRAKASH. M. KATARIA on Dated 18<sup>th</sup> day of February., 2008 and the said Development Agreement was lodged for registration at the office of Sub-Registrar of Ulhasnagar on the same date vide its Registration No. 00911 and Irrevocable General Power of Attorney on the same date – 18<sup>th</sup> day of February., 2008 vide Regd. No. – 00910.

AND WHEREAS Mrs. Shalini. N. Vernekar. , Mrs. Ujwala. N. Kabre., Mrs. Himangi. P. Dewrukhkar. & Mr. Ravindra. N. Vernekar. as the owner of all that piece and parcel of non – agricultural land lying being and situate at Morivali, Taluka - Ambarnath, bearing Gut No. – 32/2 , Plot No. – 40 , having C.T.S. No.- 9572, area admeasuring about 356.60 Sq. mtrs. within the limits of the Ambarnath Municipal Council.

AND WHEREAS Mrs. Shalini. N. Vernekar. , Mrs. Ujwala. N. Kabre., Mrs. Himangi. P. Dewrukhkar. & Mr. Ravindra. N. Vernekar. given their development rights of plot no. – 40 adm area – 356.60 Sq. mtrs, in Gut no.- 32/2, having C.T.S. No.- 9572, situated at Morivali, Ambarnath , Taluka Ambarnath , Dist. – Thane, within the limits of Ambarnath Municipal Council , to Mrs. JAYA. P. KATARIA on Dated 7<sup>th</sup> day

of May., 2008 and the said Development Agreement was lodged for registration at the office of Sub-Registrar of Ulhasnagar on the same date vide its Registration No. 02303 and Irrevocable General Power of Attorney on the same date – 7<sup>th</sup> day of May., 2008 vide Regd. No. – 02304.

AND WHEREAS the Developer with view to develop the said plots got approved the plan of the said plot from the Ambarnath Municipal Council under No. ANP/NRV/BP/13-14/343-2265/37 Dated – 17/6/2013.

AND WHEREAS the said property is converted to non-agricultural assessment by and under the order granted by the Tahsildar, Ambarnath bearing No. SR-63/2017 Dated – 24/05/2017.

AND WHEREAS as recited hereinabove, the said M/S. LAXMI SAGAR DEVELOPERS & BUILDERS and Land Developers is well and sufficiently entitled to develop the said two plot having no. 39 & 40, at Morivali, Ambarnath.

AND WHEREAS by and under the above recited agreement, the Promoter herein is well and sufficiently entitled to develop the said plot more particularly described in the SCHEDULE hereunder written hereinafter called and referred to as the Said Property for the sake of brevity.

AND WHEREAS thus the Promoters in terms of the above said plot agreement are well and sufficiently entitled to develop the said property and in pursuance to the sanctioned plans and permissions the Promoter has commenced the construction work on the said Property.

AND WHEREAS as recited hereinabove, the Promoters are entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats/units//garages/stilt/basements constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flat/units/garages/stilt/basements to form the said land together with the building constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective flat/units/garages/stilt/basements.

AND WHEREAS the Purchaser has agreed to the sale price / consideration in respect of the flats/units/garages/stilt/basements in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale Management and Transfer) Act, 1963 and in accordance with the progress of the construction work of the said scheme.

AND WHEREAS by executing this agreement the Purchaser has accorded his/her consent as required under section 7 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale Management and Transfer) Act, 1963 whereby the Promoters are entitled to make alterations in the structures in respect of the said flats/shops/basements/garages and garages etc., agreed to be purchased by the Purchaser and /or such other alterations or additions in the structure of the buildings as may be necessary and expedient in the opinion of the Architect/ Engineer.

AND WHEREAS this agreement is made in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction , Sale Management and Transfer ) Act , 1963 and the rules framed there under including the model form of Agreement prescribed therein.

AND WHEREAS by executing this agreement the Purchaser has accorded his/her consent as required under section 9 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction , Sale Management and Transfer ) Act , 1963 whereby the Promoters are entitled to sell mortgage or create charge on any flats/shops/units etc., which is not hereby agreed to be sold.

AND WHEREAS the Purchaser has accepted the title of the owner to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove.

AND WHEREAS the Promoter has brought to the notice and knowledge of the Purchaser that they have intended to avail the transfer of development rights to be used, utilized and consumed for construction of additional floors in the said existing building and to sell the flats / units thus constructed to any intending purchasers and the purchaser herein has accorded his/her express and irrevocable consent for such use, utilization of T.D.R. and sale of flats/units therein and the Purchaser herein will not raise any objection /hindrance for the same.

AND WHEREAS the promoters have appointed Architect registered with the council of architects as their Architect and the Promoters have also appointed R.C.C. Consultant for the preparation of the structural designs and drawings of the building and the promoters accept the professional supervisions of the Architects and R.C.C. Engineer till the completion of the building.

AND WHEREAS the Promoters expressed their intention to dispose off the flats/ shops / tenements / galas / basements / stilts and garages etc., in the proposed building being constructed jointly on Plot no. – 39 & 40 , in Gut No. – 32/2 , Having CTS No. – 9572, in Morivali, Ambarnath (E) when completed to be known as “SHIV SAGAR APARTMENT”.

AND WHEREAS prior to making offers as aforesaid as required by the provisions of the Maharashtra Co-operative Societies Act. 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation ) Act., 1976 the Purchaser has made a declaration to the effect firstly that neither he the Purchaser nor the members of the family of the Purchaser own a tenement, house or building within the limits of the registration district and sub – registration district mentioned in the schedule hereunder appearing.

AND WHEREAS the Purchaser has examined and approved of the building and floor plans the nature and quality of construction fittings, fixtures , facilities and amenities provided / to be provided thereto as per the general specifications stated in the Annexure “1” hereto annexed.

AND WHEREAS the Purchaser has seen the 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 WHEREAS relying upon the said aforesaid representations, the PROMOTERS agreed to sell the Purchaser a Flat/Shop/Stilt/Garage/Other Unit at the price and on the terms and conditions herein after appearing.

AND WHEREAS the list of amenities, copy of 7/12, Certificate of Title issued by the Advocate of the promoter to the said property and the floor plan approved by the Municipal Authority have been annexed hereto and marked as Annexure 'A', 'B', 'C' & 'D' respectively.

AND WHEREAS upon completion of the proposed development of the said property as stated above the promoters have agreed to complete sell and cause to form 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/shops/ tenements/galas and garages etc., in the said new building as the nominees of the promoters.

NOW THIS AGREEMENT WITNESSTH THAT by the end of May 2019 but subject to the availability of the controlled building materials, government and other restrictions and / or circumstances beyond the control of the promoters, the promoters agree to complete in all respect the construction of the proposed building on the said land particularly described in the SCHEDULE hereunder written in accordance with the plans recited above and as per the general specifications hereto but subject to such additions , alterations , modifications if any that may be required by the government local planning authorities from time to time till the completion of the proposed development of the said property and the promoters agree to sell and cause to convey the said buildings when completed in all respect absolutely freehold and free from several persons ( including the purchaser herein ) acquiring the respective flats/shops / tenements/basements/stilt/galas and garages etc., therein at and for an aggregate price / consideration to be contributed and paid by them according to their respective agreements (similar to these presents) with the Promoters.

AND WHEREAS the Promoters accordingly shall and the Purchaser shall purchase acquire the said flats/shops/tenements/basements/galas and garages etc., by becoming member/ share holder/ constituent of the proposed co-operative society and the Purchaser shall pay to the promoter Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ only ) as the agreed price / consideration in respect of the said Flat / Shop being no. \_\_\_\_\_ on \_\_\_\_\_ Floor for an area admeasuring about \_\_\_\_\_ **Sq. Meters** Equivalent to \_\_\_\_\_ **Sq. Feet** (carpet as per rera), in the building known as "SHIV SAGAR APARTMENT" (The consideration and carpet area of said Residential / Commercial Unit is inclusive of area of internal wall admeasuring about \_\_\_\_\_ **Sq. mtrs** and exclusive of the area of Open Terrace admeasuring \_\_\_\_\_ sq.mtrs., Cup Board admeasuring about \_\_\_\_\_ **Sq. mtrs.**, balconies admeasuring \_\_\_\_\_ **Sq. mtrs.** and Arc. Proj / Sun Break admeasuring \_\_\_\_\_ **Sq. mtrs.**, Osla admeasuring about \_\_\_\_\_ Sq. mtrs.)

allotted to the Purchaser and shown and marked accordingly on the floor plan annexed hereto :-

AND WHEREAS the carpet area of the said Residential / Commercial Unit 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.

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

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

2. THE Purchaser hereby agrees to purchase from the PROMOTERS and the PROMOTERS hereby agrees to sell to the Purchaser Flat / Shop being No. \_\_\_\_\_ on \_\_\_\_\_ Floor, admeasuring about \_\_\_\_\_ **Sq. Meters** Equivalent to \_\_\_\_\_ **Sq. Feet.** (carpet as per rera), in the building known as “ SHIV SAGAR APARTMENT ” (The consideration and carpet area of said Residential / Commercial Unit is inclusive of area of internal wall admeasuring about \_\_\_\_\_ **Sq. mtrs** and exclusive of the area of Open Terrace admeasuring \_\_\_\_\_ sq.mtrs., Cup Board admeasuring about \_\_\_\_\_ **Sq. mtrs.**, balconies admeasuring \_\_\_\_\_ **Sq. mtrs.** and Arc. Proj /Sun Break admeasuring \_\_\_\_\_ **Sq. mtrs.**, Opla admeasuring about \_\_\_\_\_ **Sq. mtrs.** and referred to as THE SAID PREMISES ) for the price / consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) in the building known as “SHIV SAGAR APARTMENT”.

The Purchaser hereby agrees to pay / has paid to the PROMOTERS the aforesaid consideration / price in the following manner viz.

- a) 10 % on Booking.
- b) 10 % on Commencement of Plinth.
- c) 6 % on Commencement of 1<sup>st</sup> slab.
- d) 6 % on Commencement of 2<sup>nd</sup> slab.
- e) 6 % on Commencement of 3<sup>rd</sup> slab.
- f) 6 % on Commencement of 4<sup>th</sup> slab.
- g) 6% on Commencement of 5<sup>th</sup> slab.
- h) 6 % on Commencement of 6<sup>th</sup> slab.
- i) 6% on Commencement of 7<sup>th</sup> slab.
- j) 8 % on Commencement of Brick work.
- k) 8 % on Commencement of External Plaster.

- l) 8 % on Commencement of Internal Plaster.
  - m) 4% on Commencement of Plumbing Work.
  - n) 4 % on Commencement of Flooring and Tiling.
  - o) 4 % on Commencement of Electric Work.
  - p) 2% on Possession.
- q) 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].
- r) 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.

THE Purchaser agree and assures to pay the requisite amount on demand and/or prior to taking the possession of the said Residential / Commercial Unit 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 room and its accessories and water connection Deposit and charges, gst / 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.

It is hereby expressly agreed that the time for payment of each of the aforesaid instalment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters / Builders sending notice to the Purchaser/s calling upon him/her to make payment of the same. Such notice is to be sent under certificate of posting at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the Promoters/ Builders.

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

4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 736.80 square meters only and Promoter has planned to utilize Floor Space Index of 1509.2 Sq. Meters 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. 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.

If in future any extra F.A.R.(F.S.I.) on this plot or of any other plot is available to the Promoters then they can use in this plot or in any other plot and the purchaser herein along with the other purchasers in personal capacity or in the capacity as the member of the co-operative housing society or any corporate body as the case may be cannot make any hindrances or any other problem and will render sincere co-operation for the promoter and this will be available to the Promoter or their nominees or assignees only.

5. The Purchaser agrees to pay proportionate amount as per work stage & during Ready possession full consideration of the said flat/shop to be paid by themselves / any financial institution or banks within 90 days from this date of agreement.

And 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.

6. 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).



THE Promoters shall have the first lien and charge on the said flat/shop/premises agreed to be acquired by the purchaser in respect of any amount due and payable by the Purchaser under this terms and conditions of this Agreement.

7. 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 Through Neft/ cheque/Draft/pay-slip at address or bank details 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 Residential / Commercial Unit 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 Residential / Commercial Unit to such present and at such price as the BUILDER / DEVELOPER may in their absolute discretion deem fit.

8. AN amount equal to 20% of the amount paid by the purchaser or 10% of the total cost price of the Residential / Commercial Unit /shop whichever is higher will be deducted while making the payment as liquidated damages.

9. THE DEVELOPER hereby declare that they may enclose the balcony area of the said Residential / Commercial Unit , 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 PROMOTERS shall give possession of the said premises to the Purchaser of his / her nominee after receiving full and final amount along with 3/6/12/24 months maintenance amount as the flat/shop is ready for possession. 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, It is agreed that for want of cement, steel and other building materials for any other reason or reasons which are beyond the control of the PROMOTERS and that in the event of handing over possession of the said flat/shop is delayed the purchaser shall not be entitled to hold the PROMOTERS responsible and/or liable in that behalf and the PROMOTER shall be entitled to reasonable extension of time forgiving delivery of the flat/shop to the purchaser.

11. THE fixtures, fittings and amenities to be provided by the PROMOTERS in the premises and the said building are those that are set out in the ANNEXURE annexed thereto.

12. The Purchaser shall take possession of the said premises within 7 days of the PROMOTERS giving written notice to the purchaser intimating that the said premises are ready for use and occupation.

AND WHEREAS the PROMOTERS shall hand over the said flat/shop possession to the PURCHASER after getting full and final consideration amount of the said flat/shop and the said PURCHASER agreed for the same.

13. The Purchaser by this agreement agrees for the rera carpet area and stamp duty is paid on built – up area i.e. carpet + 20% on the given flat/ shop and also for extra amount for light meter, municipal water charges etc if any for the building. Hence hereafter the purchaser agrees that he/she/they receives flat's inside area for use in carpet area and he/she/they have paid the lumpsum amount of flat and it has been agreed by the purchaser/s and the purchaser/s would not complaint for any of the above matter and cannot encumbrance in future.

14. THE Purchaser agrees to pay to the BUILDER / DEVELOPER interest @12% 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.

15. The Purchaser will not handle the possession of given flat/shop to purchaser until and unless the purchaser clears the full amount of the flat/shop mentioned in this agreement to the promoter.

After the possession handed-over to the Purchaser by the Promoter/ Builder, the Promoter/ Builder is not responsible for any thing/ matter/ work of the Purchaser's Flat/shop/Building.

16. THE BUILDER / DEVELOPER shall give possession of the said premises to the Purchaser or his/her nominee or nominees on or before May **2019** 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 @ 12% 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.

17. THE BUILDER / DEVELOPERs shall be reasonable extension of time for delivery of the said Commercial Unit /shop/tenement/other unit on the aforesaid date, if the completion of building in which the said Commercial Unit /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.

18. COMMENCING a week after notice in writing is given by the PROMOTERS to the Purchaser that the said premises are ready for use and occupation. The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land called as tax on open land and / on separate/ joint individual flat/s/shop/s for the period from the date of building's occupation certificate or in any other case from the date of the Possession Letter , the Purchaser shall be liable to bear and pay the proportionate share of outgoings in such other levies by the concerned local authority and /or government water charges, common lights, personnel flat/shop lights bill, repair and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said land and building , until the society is formed and the said land and building is transferred to it, the Purchaser shall pay to the PROMOTER such proportionate share of goings as may be determined by the PROMOTERS provisional monthly contribution per month towards the outgoings from the date of notice as aforesaid . The amount is paid by the purchaser to the PROMOTERS shall not carry any interest and shall remain with the PROMOTERS until a formation is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, in such formation being executed the aforesaid deposits (less deductions there form for the actual expenses incurred in various account ) shall be paid over by the PROMOTERS to the Co-operative Society or as the case may be.

The Purchaser undertakes to pay such provisional monthly contribution and such Proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reasons whatsoever. And if required the maintenance will be received in advance for 6/12/24 months as per promoters wish before handing possession.

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

20. THE Purchaser along with the other Purchasers of the flats and shops 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 return to the PROMOTERS within 7 days of the same being forwarded by the PROMOTERS to the Purchaser. No Objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the Memorandum and/or Article of Association , as may be required by the Registrar of Co-operative Societies or any other competent authority. Whereas basement is excluded from society and it will remain as individual owner.

21. THE PROMOTERS shall co-operate with the Purchaser 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 PROMOTERS in respect of the flats and other units and other portions in the said building, garages and car parking spaces are

paid in full as aforesaid, the PROMOTERS shall cause to be transferred to the society all the rights title and interest of the PROMOTERS in the aliquot part of the said property and the said premises in favour of such society, such formation shall be in keeping with the terms and conditions and provisions of this agreement. The formation will be executed in favour of the society at the discretion of the Promoters and taking into consideration the feasibility of execution of formation deed being the above building forming a part of the entire sanctioned layout.

22. THE development and/or betterment charges, N.a. Taxes, gst or service tax or vat 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/shops in the building in proportion to the floor area of their respective premises.

23. 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 Registration 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.

24. THE Purchaser shall from the date of possession maintain the premises at 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, regulations of the concerned local or any other authority and the purchaser shall not change, alter or make additions in or the said premises or the building or any part thereof.

25. 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 the staircase, common passages or any other structure of the building including the entrance of the premises and the purchaser shall be liable for the consequences of breach of this clause.

And the shop purchaser cannot keep liquor or chakki machine in the shop premises. And can't keep any vibrating machine that is hazardous to the building.

26. The Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the PROMOTERS and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or public authorities and 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.

And the area open in front of shop is to be remain open until and unless it has been taken permission by the builder. It means if the shop owner wants to close full or part

open space in front of shop it has to be with builders choice and permission. And the shop owner/purchaser has to use only his inside carpet area plus if any ota provided.

27. 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 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 & shall keep the partition walls, sewer, drains, pipes in the said premises an appurtenances to the good tenantable repairs & condition of and in particular so as to support shelter & protect the other parts of the building and shall not chisel 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 PROMOTERS and/or Society.

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

29. 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.

30. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building such deposit shall be payable by the Purchaser along with the other purchasers of the said building. The Purchaser agrees to pay to the PROMOTERS within seven days the demand of the Purchaser's share of such amount of deposit. The Purchaser also agrees to pay charges and penalties liable by the concerned planning authority in connection with the enclosing of balconies or otas.

31. THE Purchaser shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the PROMOTERS and/or the society may acquire for safe-guarding the interest of the PROMOTERS and/or the Purchaser and the other purchasers of the said premises in the said building.

32. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him/her and all open spaces etc., will remain the property of the PROMOTERS until the said land and the said building is transferred to the co-operative society as herein before mentioned.

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

34. 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/shops 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 & 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.

35. 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 Residential / Commercial Unit 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 Residential / Commercial Unit 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 Residential / Commercial Unit 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.

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

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

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

39. 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 :

**MRS.** .....

**MR.** .....

(Allottee's Address) :

**Both** R/at – .....

Promoter name:

**M/s** .....

**Through its one of partner**

**Shri.** .....

Promoter Address - .....

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.

40. 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 PROMOTERS or the society.

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

b) THE PROMOTERS shall become the member of the society in respect of its rights and benefits concerned above. If the PROMOTERS transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee/s the member/s of the Society.

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

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

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

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

45. TILL a Society of the said land and building is executed the Purchaser shall permit the PROMOTERS and his surveyors, agents with or without workmen and other at all reasonable times to enter upon the said lands and building or any part thereof to view and examine the state and condition thereof.

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



47. THE transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws, by reason of any amendment to the constitution or enactment or amendment of any laws, central or state, this transaction is held to be liable for tax as a sale or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, the same shall be payable by the Purchasers of the building on demand at any time.

48. IT is also agreed and understood that the PROMOTERS will only pay the municipal tax for the unsold flats/shops/basements/garages/units and will not pay any maintenance charges like water, light, etc., and the PROMOTERS can sell the said flats/shops/basements/garages/units to any prospective buyers and then such prospective buyers will become the member of the society.

49. 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 Purchasers that their interest in the piece or parcel of and more particularly described in the SCHEDULE hereunder written and the building is impartible.

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

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

- a) To decide from time to time to what extent the building/s along with land appurtenant to its is transferred to the respective body.
- b) To decide from time to time when and what sort of document of transfer should be executed.
- c) IT is clearly understood and agreed by and between the parties hereto that the PROMOTERS shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purposes 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 purposes whatsoever, as permissible by law. However, the Purchaser/Occupant shall not enclose or cover the said terrace/garden without the written permission of the Builders and/or the society or such body formed or as the case may be from Municipal Council and/or any other concern authorities.

52. To form a society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.

53. To decide and determine how and in what manner the infrastructure including the common utility areas such as garden ,open spaces, roads etc. may be transferred and/or conveyed/assigned/leased.

54. The purchaser/s hereby accept for the open parking space available behind the Basement and building for their parking of the vehicles. And the basement can be sold or gifted to any spiritual institution by the promoter/s choice. And the open space available in front of basement will be available for its entry or parking space. And also parking in front of shop/s if any will be available for individual/ intended shops and it will be not available for flat purchaser/s.

55. 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.

56. IT is specifically declared that the PROMOTERS have provided the facility of bore well, the Purchaser has to use and maintain at their own cost jointly with other member/s after taking possession from the builder/promoter and thereafter if there is any failure in the boring water then its not their responsibility . And if they want to do other boring then it will be done at their own cost with the other fitting connections to be done with their individual share and it shall not harm to the building structure. The builder / promoter can also use the borewell water also until society is formed.

57. THE Purchaser will immediately on receipt of possession of said Residential / **Commercial Unit** at his own costs and expenses get the said Residential / Commercial Unit property insured including for theft, earthquake, storm and fire.

58. THE BUILDER / DEVELOPER will provide pipeline municipal Water to the underground tank jointly for building and then it will be transferred to overhead water tank and then water connection to each Residential / Commercial Unit 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.

59. The purchaser will not demand any documents of the same building or the same plots until and unless the society is formed. And the promoter will handover all documents after the society is formed to the Society member/s.

60. IT is brought to the notice of the purchaser/s that the electric meters of the some flats / shops , water pump, staircase as well as the water meters will be in the name of the promoters herein and Purchasers and/or their society shall get the same Transferred in their favour with their own expenses and the Promoters herein will grant the no objection as and when required.

61. IF the purchaser intends to cancel this agreement before taking possession with having good and reasonable grounds, he/she shall give written application to the Promoters and if the promoters accept for it then on cancellation of this Agreement he/she shall give six months period to the Promoters within which period the Promoters shall arrange to refund the moneys collected by them on account of the instalments of the said premises without any interest.

The promoters shall forfeit the 20% of the total amount received from the purchaser as and by way of liquidated damages while repaying the money paid by the purchaser.

62. The Purchaser/s is aware that the Promoters before taking possession shall be paying the maintenance, municipal taxes, local taxes and all outgoings as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats/shops and it shall be the paramount responsibility and obligation of the purchaser/s to pay all the outgoing regularly. In event of the default being committed by the purchaser/s herein or any of the purchaser/s of any other units and in such event the promoters shall not be bound to pay the outgoings for and on behalf of.

63. It is expressly agreed that the Developers shall be entitled to put a hoarding and/or cable network station or mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the promoter and for the purpose. Promoter are 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 hereto shall be incorporated in proposed Registration. The promoters or their 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 to Promoters , their 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 hoarding neon lights or such installations etc. The promoters shall be entitled to transfer or assign such right any person or persons whom they deem fit and the limited company shall not raise any objection thereto.

64. THE purchaser shall lodge at his own costs as to the registration charges for registration within two months of the date of this agreement and shall intimate the promoter/builders within 7 days from the date of lodgement and serial number under which the same is lodge for registration with Xerox copy of receipt in order to enable the promoters/builders to admit the execution of the same.

65. If the purchaser neglects, omits or fails in any manner whatsoever to pay to the promoters any of the amounts due and payable by the purchaser under the terms and condition of the Agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fails to perform or observe any of the registrations and stipulations or his part thereto contain or referred to the Promoters shall be entitled or re-enter and resume possession of the said flat/shop/any other unit etc, and of everything whatsoever therein contained and this agreement shall cease and stand terminate and the earnest money and other amounts already paid by the purchaser in respect of the said premises and purchaser shall have refund as mentioned above in this agreement or upon the said premises and the Purchaser hereby agree to forfeit all his rights, title and interest in said premises and in such event the purchaser shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the promoters against the Purchaser.

66. In the event of the society or corporate body being registered before the sale and disposal by the promoters/Builders of all the persons in the said building, the power and authority of the society of the corporate body so formed or of the purchaser herein and other purchasers of the flat/shop shall be subject to the over all power of the promoters/builders in any matter concerning the building construction and completion thereof and the promoter shall have absolute authority and control as regards the unsold flats / flats, the balance floor place and its disposal thereof.

67. THE promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes, car parking, stilt and for other non – residential purpose and the purchaser herein along with the other purchasers shall not raise any objection for such non-residential use of the premises sold by the promoters to the intending purchasers.

68. 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 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 instalment as mentioned in the supplemental agreement and that such agreement shall form a part and parcel of this agreement.

69. THE stilt, garage, basement shall always be the property of the promoter and the promoter has full right and authority to enclose the said stilt area of the building and further right to sell the said stilt as well as the garage to any prospective purchaser/s and the purchaser/s herein along with other purchaser/s will not take any objection for the same and the purchaser has only the right in respect of the flat / shop agreed to be purchased by him or her. The promoter has also brought to the notice and knowledge of the purchaser that they have intend to avail the transfer of developments rights to be used, utilized and consumed for construction of additional floors in the said existing building and to sell the flats/units thus constructed to any intending purchasers and purchaser herein has occurred his/her express and consent is irrecoverable for such use, utilised of T.D.R. and objection/hindrance for the same.

70. If the given flat/ shop to purchaser is being declared Ready for possession by the promoter and payment is remaining from the purchaser then the possession will not be handed over and interest will be charged @ 12% p.a. upto possession is taken over by the purchaser.

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

72. 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 Residential / Commercial Unit 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.

73. 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.

74. 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.

75. The purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted premises allotted to the purchaser.

76. The purchaser/s hereby declare and confirm that he/she have entered into this agreement after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosure made by the promoter to the purchaser/s.

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.

ALL terms, conditions and covenants of this agreement , including the powers, authorities, permission and covenant given by the purchaser/s to the Builders/Promoters herein shall remain valid, operating 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.

#### SCHEDULE OF THE SAID PROPERTY

ALL THAT PIECE AND PARCEL OF Residential / Commercial Unit No. \_\_\_\_\_, on \_\_\_\_\_ Floor, for an area admeasuring about \_\_\_\_\_ Sq. Meters Equivalent to \_\_\_\_\_ Sq. Feet (carpet), of the said Complex namely “ SHIV SAGAR APARTMENT” Lying and constructed building jointly on Non Agricultural property Being plot no. – 39 & 40 , and situated at Gut no. – 32/2 Having C.T.S. No. - 9572, area admeasuring about 736.80 Sq.mt, Village-Morivali, Taluka-Ambernath, Dist-Thane,, within the precincts of Ambernath Municipal Council and bounded as under :-

ON OR TOWARDS EAST : S. No. - 30

ON OR TOWARDS WEST : 4.57 M.W. ROAD

ON OR TOWARDS SOUTH : 6.00 M.W. ROAD

ON OR TOWARDS NORTH : S. No. - 30

Together with all easement rights etc.,

#### RECEIPT

RECEIVED WITH THANKS FROM THE WITHINNAMED PURCHASER/S

THE SUM OF Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) being the part price / full consideration

in respect of the flat /shop/ unit hereinabove mentioned.

I SAY RECEIVED

PROMOTER

IN WITNESS WHEREOF, the parties have set and subscribed their respective signatures to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED }  
BY the within named }  
PROMOTER / BUILDER }  
M/S. LAXMI SAGAR }  
DEVELOPERS & BUILDERS }  
Through its Partner }  
\_\_\_\_\_ }

SIGNED & DELIVERED }  
By the within named }  
PURCHASER }  
\_\_\_\_ } \_\_\_\_\_

$$\frac{1}{2} \left( \frac{1}{2} + \frac{1}{2} \right) = \frac{1}{2}$$

WITNESS :-

1. \_\_\_\_\_

LIST OF AMENITIES

1. R.C.C. frame structure.
2. Inner and Outer Walls of Brick work with plaster from both sides.
3. Main doors shall be of Sal wood frame and have a polish with one eye hole, one aldop and one simple handle for flats and shutters for shops
4. Internally doors shall be of flush type with white oil paint for flats
5. All windows will be aluminium sliding with  $\frac{3}{4}$  series with simple glass.
6.
  - a) All rooms shall have 16 inch x 16 inch spartex tiles flooring and 3 inch tile sketing.
  - b) Tandoor tile flooring and white glazed tiles upto full height shall be provided in the bathroom for flats.
  - c) W.C. shall have white glazed tile flooring and dado uptil 4 Sq.fts for flats.
  - d) Sintex Door with Kadappa frame in each bathroom and W.C. for flats.
7. Cooking platform shall have Green Marble top built of 7 Sq.fts. including steel sink and glazed tiles upto of 1.6 height x 7 Sq.fts. for flats.
8. One loft / Kothmala over bathroom. For flats.
9. One loft in Kitchen ( 1 Sq.ft x 6 sq.fts). for flats.
10. One wash basin in the flat.
11. One shower in bathroom for flat.
12. Interior will be whitewashed of Distmemper of 2 hands, external will be of cement painted of 2 hands of any cement paint.
13. One Overhead tank , with connection of water from under ground water tank . Under ground water tank will have municipal water connection with one summer sable motor fit inside in it.
14. 1 hook in hall, 1 hook in kitchen and 1 hook in bedroom will be provided in each flat and one hook in one shop.
15. Compound wall will be constructed around the building 3.5 sq.fts above p.c.c. / ground level.
16. Electric wiring will be concealed type & the lighting points in the flat will be as under :-  
LIVING ROOM : One light point , one plug point, one fan point and bell point.  
BED ROOM : One light point, one plug point, one fan point.  
KITCHEN : One light point, one plug point for mixer, one fan point,  
One refrigerator point.  
TERRACE : One light point.  
BATHROOM : One light point and one geyser point.  
W.C. : One light point.  
  
FOR SHOPS : Two lights point, One fan point, Two plug points