

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AT NERAL

ON THIS _____ DAY OF _____ 2015

BETWEEN

M/S SHREE NEELKANTH ESTATE, a partnership firm, constituted under Indian Partnership Act, 1932, having its Office at. Shop no. 2, Parvati Vihar Chawl, Devi Chowk, Shashtri Nagar, Dombivli (W), Dist Thane, hereinafter called and referred as "Promoters" [which expression unless it be repugnant to the context or otherwise shall mean and include partners for the time being and the partners that may be inducted hereinafter, their heirs, executors, administrators, assigns and survivors] the Party of First Part.

AND

Shri/Smt./Mrs. _____

_____, _____ hereinafter for the sake of brevity called and referred to as the "Purchaser[s]" [which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his / her / their heirs, executors, administrators and assigns] of the party of the SECOND PART.

WHEREAS Shri Chandrkant Atmaram Sawant, Mrs. Sateja Shambhu Golvankar and Shri Shambhu Rameshchandra Golvankar are the owners of land lying, being and situate at Revenue Village Neral, Tal. Karjat, Dist. Raigad, within the limits of Panchayat Samiti Karjat and within the limits of Sub-registration district Karjat bearing

Sr. No.	Old Survey no.	New Survey no.	Hissa no.	Admeasuring in Sq. Mtrs
1.	34	364	3A + 3B & 1	345 Sq. Mtrs.
2.	34	364	3A + 3B & 1	421 Sq. Mtrs.
3.	34	364	3A + 3B & 1	293 Sq. Mtrs.
4.	34	364	3A + 3B & 1	281 Sq. Mtrs.
5.	34	364	3A + 3B & 1	292 Sq. Mtrs.
6.	34	364	3A + 3B & 1	262 Sq. Mtrs.
7.	34	364	3A + 3B & 1	270 Sq. Mtrs.
8.	34	364	3A + 3B & 1	242 Sq. Mtrs.

9.	34	364	3A + 3B & 1	230 Sq. Mtrs.
10	34	364	3A + 3B & 1	371 Sq. Mtrs.
11	34	364	3A + 3B & 1	603 Sq. Mtrs.
			Total	<u>3610 Sq. Mtrs.</u>

(hereinafter for the sake of brevity called and referred as the “Entire Property”), more particularly described in the Schedule hereunder written.

AND WHEREAS Smt. Tarabai Namdeo Bhosale, Smt. Hirabai Tukaram Mande & Shri Nitin Tukaram Mande were the original owners of the entire property.

AND WHEREAS by and under Sale Deed dated 7th April 1992, registered in the office of sub-registrar of Assurances, Karjat at serial no. 1154, on even date, Smt. Tarabai Namdeo Bhosale, Smt. Hirabai Tukaram Mande & Shri Nitin Tukaram Mande had sold, conveyed and transferred the entire property unto Shri Dipak Deviprasad Pardeshi, Shri Chandrakant Atmaram Sawant & Mr. Shambu Rameshchandra Golvankar on the terms, conditions and consideration mentioned therein.

AND WHEREAS by and under Release Deed dated 18th March 1994, registered in the office of sub-registrar of Assurances Karjat at serial no. 573/1994, Shri Dipak Deviprasad Pardeshi and Shri Shambu Rameshchandra Golvankar had released their rights in respect of the entire property in favour of Mr. Chandrakant Atmaram Sawant, Smt. Tarabai Namdeo Bhosale and Smt. Hirabai Tukaram Mande.

AND WHEREAS vide mutation entry no. 3456, the names of Shri Dipak Deviprasad Pardeshi and Shri Shambu Rameshchandra Golvankar had been deleted from the record of rights and the names of Mr. Chandrakant Atmaram Sawant, Smt. Tarabai Namdeo Bhosale and Smt. Hirabai Tukaram Mande have been mutated in the records of rights as owners.

AND WHEREAS by and under Release Deed dated 21st April 1998, registered in the office of sub-registrar of Assurances, Karjat at serial no. 955/1998, Smt. Tarabai Namdeo Bhosale and Smt. Hirabai Tukaram Mande had released their share, right, title and interest in respect of entire property in favour of Shri Chandrakant Armaram Sawant, Mrs. Sateja Shambu Golvankar and Shri Shambu Rameshchandra Golvankar.

AND WHEREAS vide mutation entry no. 3739, the names of Smt. Tarabai Namdeo Bhosale and Smt. Hirabai Tukaram Mande had been deleted from the record of rights and the names of Shri Chandrakant Armaram Sawant, Mrs. Sateja Shambhu Golvankar and Shri Shambhu Rameshchandra Golvankar have been mutated in the records of rights as owners.

AND WHEREAS by virtue of the aforesaid Release Deed dated 21st April 1998 Shri Chandrakant Armaram Sawant, Mrs. Sateja Shambhu Golvankar and Shri Shambhu Rameshchandra Golvankar, became the owners of the entire property.

AND WHEREAS by and under Development Agreement dated 21st December 2013, registered in the office of Sub-Registrar of Assurances, Karjat at serial no. 8439, on 27/12/2013, the owners have granted development rights in respect of the entire property unto Shri Vijay Bama Bhoir on the terms, conditions and consideration mentioned therein.

AND WHEREAS in pursuance of the said Development Agreement dated 21st December 2013, the owners have executed a Power of Attorney dated 27th December 2013, in favour of Shri Vijay Bama Bhoir, to do all acts, deeds, things set out therein.

AND WHEREAS by and under Development Agreement dated 31st December 2013, registered in the office of sub-registrar of Assurances Karjat at serial no. 37, on 2/1/2014, Shri Vijay Bama Bhoir has assigned the Development rights in respect of the entire property unto the promoters on the terms, conditions and consideration mentioned therein.

AND WHEREAS in pursuant to the aforesaid Development Agreement, Shri Vishnu Bama Bhoir has executed a Power of Attorney dated 31st December 2013, registered in the office of sub-registrar of Assurances Karjat at serial no. 38, on 2/1/2014, in favour of Shri Viren D. Thakkar and Shri Kanji Ravji Patel, partners of the promoters to do all acts, deeds and things set out therein.

AND WHEREAS the Collector Raigad, Alibaug vide his order dated 24/3/2006, was pleased to sanction the final layout.

AND WHEREAS the Assistant Director of Town Planning, Alibaug was pleased to approve and sanction building plans vide its permission dated 20/10/2008 for carrying out construction by amalgamating plot nos. 1 & 2 out of the aforesaid 11 plots on the terms and conditions mentioned therein.

AND WHEREAS the Assistant Director of Town Planning, Alibaug was pleased to approve and sanction building plans vide its permission dated 20/10/2008 for carrying out construction by amalgamating plot nos. 3, 4 & 5 out of the aforesaid 11 plots on the terms and conditions mentioned therein.

AND WHEREAS the Assistant Director of Town Planning, Alibaug was pleased to approve and sanction building plans vide its permission dated 20/10/2008 for carrying out construction by amalgamating plot nos. 6 & 7 out of the aforesaid 11 plots on the terms and conditions mentioned therein.

AND WHEREAS in pursuance of the aforesaid Development Agreement the Promoters have been put into vacant and peaceful possession of the Said property and got right to develop the Said property in accordance with the building permission and plans approved and sanctioned by Assistant Director of Town Planning, Alibaug with further revisions, alterations and modifications.

AND WHEREAS the aforesaid Development Agreement and the Power of Attorney recited hereinabove are in existence and in force and binding on the parties thereto.

AND WHEREAS out of the entire property, an area adm. 39.50 sq. mts is set back area and an area adm. 560 Sq. Mtrs. + 99 SQ. Mtrs (RG) is retained for the owners as per the terms of the Development Agreement dated 31/12/2005.

AND WHEREAS out of the aforesaid property an area adm. _____ Sq. Mtrs. is affected under internal layout Road.

AND WHEREAS after deducting the layout road the promoters are entitled to construct the building/s on the land adm. _____ Sq. Mtrs. being the portion of the entire property hereinafter for the sake of brevity called and referred to as the "said property" more particularly described in Schedule B hereunder written and upon completion of the said building/s by using, utilizing and consuming the maximum potentially of the Floor Space Index, Transferable Development Rights, Staircase Floor Space Index and other permitted increases thereon as may be sanctioned by the planning authority from time to time and on formation & registration of the Co-operative Housing society and / or any corporate body as the case may be, the promoter will convey and /or cause to convey the said property along with the building/s and structure/s standing thereon in part or whole to the Co-operative Housing society and / or any corporate body as the case may be.

AND WHEREAS while sanctioning the said plans the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the building to be constructed thereon upon the due observance and performance of the terms and conditions, the completion and/or occupation certificate in respect of the building shall be granted by the concerned local authority.

AND WHEREAS in pursuance to the sanctioned plans and permissions the Promoters have commenced the construction work of the proposed building on said property.

AND WHEREAS the Promoters have appointed Architect **RAISINGH AHUJA AND ASSOCIATES** for preparation of the structural design and drawing & RCC design by **K.K. PATEL** (RCC Consultant) of the building and the Promoters accepts the professional supervision of the Architect and the structural engineers till the completion of the building.

AND WHEREAS the Promoters had constructed a new multi-storied building on the said property as per the sanctioned plans and permissions.

AND WHEREAS the Purchaser/s has/have demanded from the Promoters and the Promoters have given the inspection of all the documents of title relating to the said land to the Purchaser/s and the plans, designs, specifications prepared by the Promoters Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "The Said Act") and the rules made there under.

AND WHEREAS the copies of 7 x 12 Extracts, Certificate of Title issued by the Advocate of the Promoters of the said property and the list of amenities to be provided and the floor plan approved by the local authority have been annexed hereto.

AND WHEREAS the Promoters have got approved from the concerned local authority the plans, specifications, elevation and details of the Said Building (hereinafter referred to as "The Said Plans").

AND WHEREAS the Promoters have made a full and true disclosures of the nature of their title to the said land on which the proposed building is being constructed and have also given the Purchaser the inspection of the plans and specifications of the said proposed building, as well as the scope of open and marginal spaces in the said property.

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 the parties hereto are desirous of reducing the terms and conditions in writing by executing this agreement as under:

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

1. The Promoters shall construct multi storied building/s on the said property shown in accordance with the designs, specifications and plans approved by the concerned local authority as herein before recited and which the Purchaser/s has seen and approved, with only such variations and modifications as the developers may consider necessary or as may be required by the Assistant Director of Town Planning, Aibaug to be made in them and for which the Purchaser hereby gives his/her/its irrevocable consent.

2. The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s the Flat / Shop No. _____, on the _____ Floor _____ wing (herein after called as the “said flat/shop”) admeasuring _____ Sq. Fts. (Carpet) + open terrace admeasuring _____ sq. ft. in _____ wing, in the project known as “**SHREEJI’S COMPLEX**” to be constructed on the said property for the price and total consideration of Rs. _____ (Rupees Only).

3. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves/itself about the title of the promoters to the said property and on being satisfied he/she/they agreed to purchase flat/shop from the promoter.

4. The Purchaser/s has/have paid to the Vendor a sum of Rs. (Rupees Only) on or before the execution of this Agreement as Earnest Money (The payment and receipt whereof the Promoter do hereby admit and acknowledge) and the purchaser/s hereby agree/s to pay to the Vendor the balance amount of Purchase price of Rs./- (Rupees Only) in the following manner.

- a] Rs./- (Rupees Only) on completion of plinth.
- b] Rs./- (Rupees Only) completion of 1st slab
- c] Rs./- (Rupees Only) completion of 2nd slab.
- d] Rs./- (Rupees Only) completion of 3rd slab.
- e] Rs./- (Rupees Only) completion of 4th slab.
- f] Rs./- (Rupees Only) completion of Bricks and Plaster work.
- g] Rs./- (Rupees Only) completion of sanitary fittings.

h) Rs./- (Rupees Only) within seven days from the date of intimation about the possession of the said flat / shop offered by the Vendor to the Purchaser/s.

Total

5. The Purchaser/s hereby confirm/s that the installment of the balance purchase price payable by the Purchaser/s to the Vendor under these presents as mentioned in the Clause 4 herein-above and all other amounts payable by the purchaser/s to the Vendor under these presents shall be paid by the purchaser/s on their respective due dates without any delay or default on the part of purchaser/s, as time in respect of the payments of each installment of the balance price and in respect of all other amounts payable by the purchaser/s to the Vendor under these presents, is of the essence of the contract. The purchaser/s agree/s to pay to the Vendor interest @ 24% p.a. on the amount becoming due and payable by the purchaser/s to the vendor under the terms of these presents from the date the said amount is due and payable by the purchaser/s to the Vendor till the receipt thereof by the vendor .
6. Without prejudice to the right of the vendor to charge interest on all the delayed payments as provided in clause 4 immediately preceding herein above, on the purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the vendor under this agreement, (including his/her/their/its proportionate share of taxes levied by the concerned local authorities and other outgoing) and / or the purchaser/s committing breach of any of the terms and conditions herein contained, the vendor shall be fully entitled, at its option to terminate this agreement.
7. 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/unit etc., which is not hereby agreed to be sold.
8. 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 such alterations in the structures in respect of the said any flats/shops/unit etc., agreed to be purchased by purchaser and/or such other alterations or additions in the structure of the building/s as may be necessary and expedient in the opinion of the Architect/Engineer.

9. PROVIDED FURTHER that upon termination of this agreement as aforesaid the vendor shall be entitled to forfeit the earnest money and shall refund to the purchaser/s the balance without any interest on the same and upon termination of this agreement the vendor shall be at liberty to deal with and/or dispose off and/or sell the said flat/shop to such person/s, at such price and upon such terms and conditions as the vendor may in its absolute discretion deem fit and the Purchaser/s shall not be entitled to raise any objection in that behalf.
10. If at any time prior to or even after the execution of the conveyance, the Floor Space Index at present applicable to the said property is increased, such increase shall ensure for the benefit of the Promoter alone without any rebate to the Purchaser/s and the Promoter shall have right to appropriate, utilize and consume all the benefits of any additional FSI and the Promoter shall have right to use TDR for construction on the said property when sanctioned by the Assistant Director of Town Planning, Raigad or the concerned authority and to make necessary additions and alterations and put up additional structures / building or raise upper floors as may be permitted by the Assistant Director of Town Planning, Raigad or the concerned authority and the Purchaser/s shall not be entitled to raise any objection or to claim or seek any reduction in the sale price of the said flat / shop and / or claim any compensation or damages on the ground of in-convenience or any other ground whatsoever from the Promoter.
11. In case the purchaser/s transfers the flat/shop to any other person or persons before formation of the society in that case the necessary permission from the Promoters for such transfer shall be obtained otherwise the transfer will not be valid, proper and / or binding on the promoters.

12. The amenities to be provided by the Promoter in the flat / shop in the said building are those that are set out in the Annexure "B" annexed hereto.
13. The Vendor shall give possession of the said flat/shop to the purchaser or his/her/nominee/s on or before _____ after completing the building and the same being ready for use and occupation provided all the dues as agreed under the agreement are paid to the promoters and nothing is due and payable in respect thereof. The Vendor shall be entitled to reasonable extension of time for giving delivery of the said flat / shop or other unit on the aforesaid date, if the completion of the building in which the said flat/ shop or other unit is situated is delayed on account of:
 - a. Non-availability of steel, cement or other building material, water or electric supply;
 - b. War, Civil commotion or act of God;
 - c. Any notice, order, rule, notification of the government and / or other public body or competent authorities.
14. The purchaser shall take the possession of the flat/shop within seven days of Promoters giving written notice to the Purchasers intimating that the said flat/shop is/are ready for use and occupation.
15. The Purchaser/s shall use the said flat only for the purpose of residence, and shop for commercials purpose subject to promoter's conformation.
16. The Purchaser along with other purchasers of the flats/shop in the building and other buildings 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/they/it, also from time to time sign and execute the necessary applications and/or other paper and other documents necessary for the formation and the registration of the Co-operative society including the Bye-laws of the society duly fill in and sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser. No objection shall be taken by the Purchaser, if any changes or modifications are made in the draft bye - laws or Memorandum and/or Articles of

Association, as may be required by the Registrar of Co-operative societies or any other Competent Authority.

17. On the completion of the said building and on receipt by the Vendor / promoter of the full payment of all amounts due and payable to them by all the purchasers of all the flats/shops in the said building, the Promoter shall Co-operative with the Purchaser/s in forming, registering or incorporating a Society or the rights of the Promoter under this agreement and Conveyance to be executed in pursuance thereof, when the society is registered and all the amounts dues and payable to the Promoter in respect of the flats/shops and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Promoter shall cause to be transferred to the society all the rights, title and interest of the Promoter the aliquot part of the said property together with building by executing the necessary conveyance of the said property in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement.
18. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said flat/shop is/are ready for use and occupation, the purchase shall be liable to bear and pay the proportionate share of outgoing in respect of the said property and building viz. local taxes, betterment charges or such other charge levied by the concerned local authority and/or government, water charges, common lights, repairs and salaries of clerks, bill of collector, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property 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 outgoing as may be determined by the Promoter provisional monthly contribution of Rs. _____ per month for 1RK/ 1BHK/ 2BHK / Shop towards the outgoing from the date of the notice as aforesaid. The amount so paid by the purchaser/s to the promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favour of Co-operative Society as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance being executed the aforesaid deposits less deductions there-from for the

actual expenses incurred on various accounts shall be paid over by the Promoter to the society or the limited company as the case may be. The Purchaser undertakes to pay such proportionate share of outgoing in advance for first year and thereafter regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

19. The Purchaser on demand shall on or before delivery of possession of the said flat / shop shall pay non refundable to the Promoter the requisite amounts towards :
 - a. legal charges.
 - b. share money, application and entrance fee for the Society
 - c. M.S.E.D. Co. Ltd deposits, Meter Connection, and water connection charges
 - d. Provisional outgoing for municipal taxes, water charges, common electric bill, maintenance charges and such other deposits and expenses in advance
 - e. formation of the proposed Co-operative Housing Society.
 - f. Boring charges.
 - g. Solar Charges
 - h. Elevator and common lighting backup charges.
20. The Purchaser/s shall be liable to pay the proportionate maintenance charges for the maintenance, repairing and cleaning of the common passage.
21. The Purchaser hereby agrees to pay on demand the Purchaser/s' share of the stamp duty and the registration charges payable by the society on the conveyance or any document or instrument of transfer in respect of the said property and building or the said premises to be executed in favour of the society.
22. The vendor & Promoter hereby declares that the said property is not subject to any Mortgage charge, lien or any other encumbrances whatsoever.
23. The Purchaser from the date of the possession maintain the flat/shop at the purchasers own costs in good tenantable repairs and conditions 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 addition in or to the said flat/shop or the Building and outside elevation or any part thereof including fixing box type grills to the windows.

24. The Purchaser shall not store in the said flat/shop any goods which are hazardous, combustible and/or dangerous in nature or so heavy as to damage the construction or the structure of the building or are rejected by the concerned local or other authority or authorities, shall not carry out or cause to be carried out heavy package to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrances of the premises and the purchaser shall be liable for the consequences for the breach of this clause.
25. The Purchaser shall at his/her/their costs carry out all the internal repairs to the said flat/shop and maintain the same in good condition, state and order in which the same was delivered by the promoter and shall not do or suffer to be done anything in or to the building in which the said flat/shop, which may be against the rules and regulations and bye-laws of the concerned local authority and/or Public authorities. And in the event of the flat purchaser committing any contravention of the above provision, the purchaser/s shall be responsible and liable for the consequences thereof in the concerned local authority and/or other public authority.
26. The Purchaser shall not at any time demolish or cause to be demolished the said flat/shop or any part thereof nor shall at any time make or cause to be made any additions or alterations of whatsoever nature to the said flat/shop or any part thereof or any alterations in the elevation and outside colour scheme of the said building in which the flat / shop is situated and shall keep the portion, sewers, drains, drainage pipes in the said flat/shop and appurtenances thereto in good and tenantable repairs and conditions of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, RCC slabs, RCC beams, RCC pardies or other structural members in the said building without prior written permission of the Promoter and / or the Society, provided that the Promoter may make alterations in the structure of the said building as described in the

said plans or any other alterations or additions in the structure of the said building.

27. It is expressly agreed by the Purchaser/s that the Promoter shall be entitled to put/display hoarding/s on the said property or on the building or any part or terrace or the compound wall of the building and the promoter shall be entitled to receive the compensation for the same till the property is conveyed in favour of the society.
28. The Promoter shall not do or cause to be done any act or things, which will render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become due or payable in respect of the insurance.
29. The Purchaser shall not throw dirt, rubbish, rags, garbage other refuse or promote the same to be thrown from the said building in the compound or any portion on the said property or building.
30. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit(s) is/are payable to Assistant Director of Town Planning, Planning authority or to the State Government or betterment charges or development tax or security deposit becomes payable to planning authority, M.S.E.D. Co Ltd. or concerned authority for the purpose of giving the water connection, drainage connection and electric connection or any other tax or payment of similar nature becoming payable by the Promoter the same shall be paid by the Purchaser/s to the Promoter in proportion to the area of the said premises within seven days of the demand [time being the essence of the contract] and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred hereinabove shall mean and include any escalation and/or increase in betterment charges or charges of any similar nature levied by the Assistant Director of Town Planning or planning authority. The Purchaser/s also agree/s to contribute proportionate expenses for transformer etc., if insisted by M.S.E.D. Co Ltd charges and penalties leviable by the Assistant Director of Town Planning or planning authority in connection with the enclosing of balconies or otlas. These expenses will be over and above the charges mentioned in the clause herein above.

31. The Purchaser/s hereby agree/s to pay the charges of solar heater, rain harvesting system if provided to the building as per his/her/their share to the promoter in addition to the amount of consideration of the flat.
32. The development and / or betterment charges or other levy 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 the Purchaser of the flats in the building in proportion to the floor area of their respective premises.
33. The Purchaser/s shall from time to time sign all applications, paper and documents and do all such acts, deeds and things as the Promoter and / or the society may be required for safe guarding the interest of the Promoter.
34. Nothing in this Agreement is intended to be nor shall the same be contained 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/s shall have no claim save and except in respect of the said flat/shop hereby agreed to be sold to him / her and all open spaces, open and covered parking spaces, recreation spaces, staircase, stilt portion, open chowk, ground floor or any other area in the proposed buildings or any surrounding open spaces of the said building or of the said property, will remain the property of the Promoter until the said land and the said building/s is transferred to the Co-operative housing Society as herein before mentioned.
35. The Purchaser/s shall not let, sub-let, transfer, assign or part with his/her interest or benefit under this agreement or part with the possession of the said flat/shop until all the dues payable by the Purchaser/s had not been guilty of breach or/of non-observance of any of the terms and conditions of this agreement and unless & until prior permission in writing is obtained from the Promoter.
36. The Purchaser/s 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 the protection and maintenance of the said building and the flats therein and for the observance of the building rules, regulations and bye-laws for the time being of the concerned local

authorities and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society regarding the occupation and use of the said flat/shop in the building and shall pay and contribute regularly and punctually towards outgoing in accordance with the terms and conditions of the agreement.

37. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms and conditions of the agreement or forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-observance 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.
38. The Purchaser/s herein has/have granted his/her/their irrevocable consent to the Promoter for availing the transfer of the development rights, floating Floor Space Index from any other source, the staircase floor space index and the floor space index on the said property as may be granted by the Assistant Director of Town Planning or planning authority from time to time and further to use utilised and consume the same and for that purpose to get the plans revised and altered and construct additional floors, flats, units etc., and to sell the same to the intending purchaser and appropriate the sale proceeds thereof and the Purchaser will not be entitled to raise any objection for the same and the purchaser herein has accorded his express and irrevocable consent for the same.
39. All costs, charges and expenses, penalties, sales tax, service tax, value added tax, GST, if any, including stamp duty, registration charges and expenses in connection with preparation and execution of this agreement as well as the conveyance and other documents and formation, registration or incorporation of the Co-operative Housing Society or as the case may be shall be borne and shared and paid by all the Purchasers of the Flats/shops or units and or paid by the Co-operative Society so also the N.A taxes from the date of possession of respective flats by the flat Purchaser and/or by the Co-operative Society as the case may be. The Purchaser shall present this agreement as well as the conveyance to the proper registration office for the registration within the time limits prescribed by the

registration Act and the promoters shall attend such office and admit the execution thereof.

40. All Notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if it is sent to the Purchaser/s by a Registered Post A.D. or under Certificate of posting at his/her address specified hereinabove.
41. The Purchaser shall permit the Promoter and his/her surveyors and agents with or without workmen and others at all reasonable times, to enter upon the said property and premises or any part thereof to view and examine the state and conditions thereof.
42. The Promoter has received the right to obtain TDR, staircase FSI, FSI of Land going under road widening, if any and to avail the same for the construction of additional floors in the proposed building for which the Purchaser shall not be entitled to raise any objection.
43. The purchasers are well aware that the promoters are carrying out construction on plot nos. 1 to 7 only. The Purchasers are made aware that the promoters by obtaining proper sanction from the Planning authority will carryout the construction on the balance plots by consuming the FSI available to them, the purchaser hereby accorded his/her consent to carryout construction on the said remaining plots and sell the same to the prospective purchaser without any benefits and or rebates to the Purchaser. The Purchasers are further made aware that the Conveyance Deed will be executed in respect of the said property only after completion of the entire project.
44. It is hereby expressly declared and confirmed by the Purchaser/s that the he/she/they/it are/is well aware that the Promoters are likely to avail additional FSI and / or acquire development rights in respect of the un-consumed FSI of the said land and / or development rights from the adjoining owners, the promoter shall be entitled to construct either additional upper floor/s on the said building or any part thereof or construct additional structure in the said property as may be permissible either as Annex structure or as independent structure as the Promoter may desire without reference or recourse or consent of the Purchaser/s in any manner whatsoever and the Purchaser/s agree/s not to dispute or raise objection regarding the same.

45. The purchasers hereby agree/s that in the event of the Promoter acquiring the Development Rights of the adjoining plots / property then in that case the Promoter shall be entitled to grant right of way for the Ingress and Egress to the adjoining plots from the said property and the purchaser hereby irrevocable consent that the Promoter shall be entitled to lay drainage line, electric cable, telephone cable, water line, etc., on the said property or under the building to and from the adjoining plots.
46. 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.
47.
 - a) The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner they deem proper the said terrace, stilt, garage etc., to anybody. The Purchaser along with the other Purchasers will not raise any objection of whatsoever nature. The stilt and open spaces shall always be the property of the Promoters and the Promoters shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to sell the same to any prospective purchaser.
 - b) The Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.
 - c) The Purchaser/s agree/s that they along with the other Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

48. THE Purchaser shall not claim any deduction in the cost of his / her flat on account of deletion of any item of construction as per his / her requirements, of the Purchaser in his / her flat.
49. IF Additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect/contractors of the Promoters and his decision shall be final and binding.
50. The purchaser/s shall be liable to pay tax such as sale, service or otherwise in connection with this transaction.
51. IT is also agreed and understood that the Promoters will only pay the Grampanchayat/municipal tax for the unsold flats / shops / units and will not pay any maintenance charges like water, light etc., and the Promoters can sell the said flats / shops / units to any prospective buyers and then such prospective buyers will become the member of the society.
52. Notwithstanding any other provisions of this agreement the Promoters shall be entitled at their sole and absolute discretion:
 - a) To form a society or limited Company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
 - b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed /assigned/leased.
 - c) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
 - d) To decide from time to time to what extent the building/s along with land appurtenant to it is transferred to the respective body formed.
 - e) To decide from time to time when and what sort of document of transfer should be executed.
 - f) To grant access / right of way to the adjacent plot holders or society from and through the property.

53. It is specifically declared that the if the Promoters provides the facility of bore well then the Promoter shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Promoter for construction of other buildings in the adjoining properties.
54. IN the event of the society or corporate body being registered before the sale and disposal by the Promoters of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser/s herein and other Purchasers of the flat shall be subject to the overall powers of the Promoters in any matter concerning the building construction and completion thereof and the Promoter shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.
55. THE Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser/s 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.
56. THE stilt, society office and garage shall always be the property of the Promoters and the Promoters have full right and authority to enclose the said stilt area of the building and further right to sell the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her. The promoters intends to avail the Transfer of Development rights on the said property if permitted by the Municipal Authority and to construct the additional floors on the said building and the purchaser herein is aware of the same and will not raise any objection/hindrance for such use and utilization of TDR and construction of additional Flats/Units and the sale thereof by the promoter to the intending purchasers.

57. It is expressly agreed that the Promoter shall be entitled to put a hoarding and/or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Owner/Promoter and for the purpose Owner/Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or 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/s shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoters, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., the Owner/Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection thereto.
58. THE Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
59. It is expressly agreed by the purchasers that the name of the society formed of the flat / shop purchasers shall be as _____ Co-operative Housing Society Ltd., and this name shall not be changed without the written permission of the Promoter.
60. It is brought to the notice of the Purchaser that the electric meters of all the flats / shops / office premises as well as the water meters will be in the name of the Builders herein and the purchasers and/or their society shall get the same transferred in their favour and the promoters herein will grant the no objection as and when required.

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

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

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

SCHEDULE OF THE ENTIRE PROPERTY

All those pieces and parcels of land lying, being and situate at Revenue Village Neral, Tal. Karjat, Dist. Raigad, within the limits of Grampanchayat Neral and within the limits of Sub-registration district Karjat bearing

Sr. No.	Old Survey no.	New Survey no.	Hissa no.	Admeasuring in Sq. Mtrs
1.	34	364	3A + 3B & 1	345 Sq. Mtrs.
2.	34	364	3A + 3B & 1	421 Sq. Mtrs.
3.	34	364	3A + 3B & 1	293 Sq. Mtrs.

4.	34	364	3A + 3B & 1	281 Sq. Mtrs.
5.	34	364	3A + 3B & 1	292 Sq. Mtrs.
6.	34	364	3A + 3B & 1	262 Sq. Mtrs.
7.	34	364	3A + 3B & 1	270 Sq. Mtrs.
8.	34	364	3A + 3B & 1	242 Sq. Mtrs.
9.	34	364	3A + 3B & 1	230 Sq. Mtrs.
10	34	364	3A + 3B & 1	371 Sq. Mtrs.
11	34	364	3A + 3B & 1	603 Sq. Mtrs.
			Total	<u>3610 Sq. Mtrs.</u>

and bounded as under:

On or towards East: Property owned by Shri Liyakat

On or towards West: Property owned by Shri Dilip Gupta

On or towards North: Property owned by Shri Ahire

On or towards South: Property of M/s Nirman Group

SCHEDULE OF THE SAID PROPERTY

All that pieces and parcels of land adm. 766 Sq. Mtrs. out of Survey no. 364, Hissa no. 3A + 3B & 1 (Old Survey no. 34) lying, being and situate at Revenue Village Neral, Tal. Karjat, Dist. Raigad, within the limits of Grampanchayat Neral and within the limits of Sub-registration district Karjat.

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

SIGNED & DELIVERED

by the within named Promoter

M/S SHREE NEELKANTH ESTATE

a partnership firm

through its partner

SIGNED & DELIVERED

by the within named Purchaser/s

WITNESSESS:

1. _____

2. _____

ALLOTMENT LETTER

To,
Shri/ Smt. _____

Subject: Allotment Letter of the Apartment/Parking
Sir/Madam,

As per your request, we hereby allot you Apartment No. of carpet area admeasuring sq. meters on floor in the Building Wing _____ known as _____ in the complex known as _____ being constructed on property bearing Survey No. 364, Hissa No. 1 to 11 lying, being and situated at Village Neral, Tal-Karjat, Dist. Raigad for the consideration of Rs. and parking no. _____ for the consideration of Rs. _____/-. The total aggregate consideration amount for the apartment including parking spaces is thus Rs. _____/-.

You are required to pay the total consideration in the following manner:

- i. 10% paid to the Promoters as advance payment or application fees at the time of execution of Agreement.
- ii. 20% to be paid to the Promoters after the execution of Agreement.
- iii. 15% to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Apartment is located.
- iv. 25% to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- v. 5% to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- vi. 5% to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.
- vii. 5% to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- viii. 10% to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

ix. 5% at the time of handing over of the possession of the Apartment on or after receipt of occupancy certificate or completion certificate.

You are liable to pay a sum of Rs. _____/- (Rupees

only) to the Promoters towards:-

- (i) legal charges
- (ii) entrance fees and share capital
- (iii) Society Formation Charges
- (iv) Water connection charges
- (v) Transformer / MSEBCL Charges

In addition to the above you are liable to pay the requisite amount and charges on account of service tax, value added tax and any other taxes and levies as may be imposed by the concerned government and semi-government authorities and the same shall be paid prior to taking the possession of the apartment.

You are also liable to pay Rs. _____ per month being the provisional outgoings for municipal taxes, water bill, bore-well, common electric expenses if any (24 months contribution is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto and also the goods and services tax as imposed by the Government or Semi-Government authorities.

You are also liable to pay the electric meter and deposit charges as well as proportionate share for transformer installation and its equipments and accessories thereto.

You are also liable to pay the requisite stamp duty and registration charges.

This is to bring to your kind attention that the construction work of the building in which you have agreed to book the apartment is completed up to ____% and the building will be completed on _____ and the possession of the apartments will be handed over to you on grant of building completion certificate/occupation certificate by the Municipal Authority.

This is to further inform that necessary changes, modifications and alterations will be carried out in the said building by obtaining revised sanctions and approvals.

It is to further inform you that this offer of allotment is valid only till _____ and on payment of 10% of the total cost of the flat premises the said booking will stand confirm.

Hence this provisional Allotment letter.

Thanking You,

For M/s. Shree Neelkanth Estate

Authorised Signatory

I HAVE GONE THROUGH THE TERMS AND CONDITIONS AND I HAVE AGREED TO BOOK THE APARTMENT ON THE AFORESAID TERMS AND CONDITIONS.

ALLOTTEE/S