

### **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made at Mumbai this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **SHRI. LAXMIKANT R. SAWANT**, the Proprietor of **M/S SAWANT CONSTRUCTIONS**, having his address at C/21, Prathamesh Leela, New MHB Colony Linking Road, Borivali (West), Mumbai – 400092, hereinafter referred to as **“THE OWNER/PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed and mean to include his heirs, executors, administrators, assigns and nominees) of the **ONE PART**

**AND**

**Mr. & Mrs.** \_\_\_\_\_  
residing at \_\_\_\_\_

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

**WHEREAS :**

- (I)** By virtue of Registered Documents, being Deed of Conveyance dated 12<sup>th</sup> June 2010 with M/s. Swati Builders (India); Deed of Conveyance dated 25<sup>th</sup> August 2008 read with Deed of Rectification dated 22<sup>nd</sup> October 2010 and Deed of Confirmation dated 13<sup>th</sup> March 2014, with the heirs and legal representatives of

one Ramshabadh Singh Ishwar Singh (*who originally acquired the property by registered Deeds dated 4<sup>th</sup> September 1958 and 8<sup>th</sup> July 1959*) and Deed dated 22<sup>nd</sup> October 2007 registered under the Deed of Confirmation dated 27<sup>th</sup> October 2010, with the heirs and legal representatives of one Ramasre Gupta, (*in whose favour rights to receive part consideration was confirmed under consent terms dated 5<sup>th</sup> January 1981 in Suit No. 1076 of 1975*), the Owner has acquired all right, titled and interest and is absolutely seized and possessed, without any obstruction or encumbrance and is otherwise well and sufficiently entitled to and in actual physical possession of the piece and parcel of land being and bearing Final Plot No. 415 of TPS – III, Village Borivali, admeasuring about 1110.50 sq. mtrs. Or thereabout and more particularly described in ***the First Schedule*** hereunder written and hereinafter referred to as *the Subject Plot*. The property Card stands in the name of the Promoter. Annexed hereto and marked ***Annexure*** \_\_\_\_ is the Property Card in respect of the subject Plot;

- (II) The Promoter is constructing on the subject plot a multistoried building being ***“SOHAM RESIDENCY”*** (hereinafter referred to as *“the said Building”*), with his sole and exclusive right to sell the constructed units and the other premises on the subject plot and in the said building being constructed by the Promoter and or the subject plot. The Promoter is also entitled to enter into agreement/s, arrangement, allotment, lease etc. with the Purchaser/s for the constructed units and the other premises on the subject plot and the said Building and to receive the sale price in respect thereof;

- (III) The Promoter is constructing the said Building and developing the Subject plot in accordance with the plans and specifications and in accordance with the bye-laws and Rules and Regulations of the Municipal Corporation of Greater Mumbai, which are sanctioned under Intimation of Disapproval bearing No. CHE/A-4771/BP(WS)/AR of 2013-2014 dated 13<sup>th</sup> May 2013 (IOD), and Commencement Certificate bearing No. CHE/A-4771/BP(WS)/AR dated 6<sup>th</sup> November 2013 (C.C.) and more specifically Annexed hereto as **Annexure \_\_\_\_ and \_\_\_\_** respectively;
- (IV) **V Thakers', Advocates**, has issued a Certificate of Title dated 3<sup>rd</sup> November 2014 in favour of the Promoter to the Subject Plot. The copy of the said Certificate of Title issued by the said Advocates is annexed hereto as **Annexure \_\_\_\_**. The said V Thakers', Advocates are also appointed by the Promoter as the Project Advocates for the Promoters;
- (V) The Promoter, in accordance with the Building Plans prepared by **Shri Sanjay S. Neve**, Architect, is constructing the said Building. The construction work is/has being/been carried out under the supervision of the said Architects and the Structural Engineer **Shri. Haresh S. Patel**;
- (VI) The Promoter has displayed and/or kept xerox copies of all the documents, plans and specifications referred to in clauses (a), (b) and (c) of sub-section (2) of the section 3 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management

and Transfer) Act, 1963 at the site and permitted the Purchaser to take inspection thereof; and

**(VII)** The Promoter has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said Building; and

**(VIII)** While sanctioning the said plans, the concerned local authorities and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Subject plot and the said Building and upon due observance and performance of which only the completion and occupation certificates in respect of the said Building shall be granted by the concerned local authority; and

**(IX)** The Promoter is constructing the said Building in accordance with the said plans prepared and periodically inspected by the Architect; and

**(X)** The Purchaser demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the Subject Plot, Sanctioned Plans, Permissions from the MCGM, Future Development, demarcation of the Right of way and other arrangements and the plans, designs and specifications prepared by Promoter's Architect Shri. Sanjay S. Neve, and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rules made thereunder, as amended up-to-date; and

- (XI) The Building Plans are Approved by the concern local authorities, Brihanmumbai Mahanagarpalika, (MCGM). The said Approved Layout Plan for the building has been given inspection.
- (XII) Being given inspection of all the original Plans and title Documents and, being satisfied with the same, the Purchaser is proceeding with this Agreement. The Purchaser shall not be entitled to make any requisition or call for any further documents of title of the Subject Plot and the Promoter's rights of development; and
- (XIII) The Purchaser, having satisfied himself /herself /itself, to the fullest, with regards the Promoter's title of the Subject Plot and right and approval's to construct and sell the said Building and the units, has offered to purchase and the Promoter has agreed to sell to the Purchaser the Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor admeasuring about \_\_\_\_\_square feet Carpet Area (which is inclusive of the Area of Balcony/ies and other specified inclusions) and more particularly shown on the sale plan hereto annexed and marked as **Annexure \_\_\_\_** in the said Building along with single podium parking at available level in mechanised stack unit.
- (XIV) Prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs. \_\_\_\_\_  
 \_\_\_\_\_  
 being not more than 20% of the price as earnest money or deposit, of the said premises agreed to be sold by the Promoter to the Purchaser (the Payment and receipt whereof the Promoter do hereby admit and acknowledge) and the purchaser has agreed to pay

to the Promoter, balance of the sale price in the manner hereinafter appearing; and

**(XV)** The Promoter is entering and will enter into separate Agreements with several other persons and parties for sale of other premises in the said Building;

**(XVI)** The Purchaser/s has/have made a declaration as required under the provisions of the Maharashtra Co-operative Societies Act, 1960;

**(XVII)** The Purchaser/s has/have been and inspected the Subject plot and has/have himself/themselves fully acquainted with the state thereof and agreed to acquire the said premises from the Promoter on what is popularly known as 'Ownership Basis' at or for the price and on the terms, conditions and covenants mutually agreed upon by and between the parties hereto and hereinafter contained;

**(XVIII)** Under the provisions of section 4 of said MOFA Act, the Promoter is required to execute a written Agreement for sale of the said premises to the Purchaser/s being in fact these presents and the Purchasers to register the same under the Registration Act, 1908 paying requisite stamp duty and registration charges and relying on the aforesaid application and declaration the Promoter has executed these presents;

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

1. The Promoter has commenced construction and development on the subject plot and shall construct and

complete said building in accordance with the approved plans, designs and specifications with/without changes/ amendments / modifications thereto and which plans and proposed amendments have been kept at the building site and in the office of the Promoter for the inspection which the Purchaser/s has/have also seen, acknowledged and approved. The Promoter shall be entitled to make such changes, additions, alteration, variations and modifications therein as may be desired by the Promoter and/or required by the authority concerned and Purchasers/s hereby irrevocably and expressly consent/s to the same provided however that the Promoter will obtain prior consent in writing of the Purchaser/s in respect of only such variation or modifications as affects the area of the said premises agreed to be purchased by the Purchaser/s.

2. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Promoter to the Subject plot and he/she/they shall not be entitled to further investigate the title and the rights, powers and authorities of the Promoter and no requisitions or objections shall be raised on any matter relating thereto or howsoever in connection therewith. A copy of the Certificate of title issued by V Thakers', Advocates, is enclosed hereto.
  
3. The Promoter agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Promoter, Flats No. \_\_\_\_\_ on the \_\_\_\_ Floor in the said Building to be known as **'SOHAM RESIDENCY'** (hereinafter referred to as 'the said premises') and shown in Annexure\_\_\_\_ admeasuring about \_\_\_\_\_square feet Carpet Area (which is inclusive of the Area of Balcony/ies

and other specified inclusions) in the said Building on what is popularly known as ‘Ownership Basis’, together with the fittings, fixtures and amenities set out in Annexure\_\_\_\_, at or for the price of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_only).

4. The Purchaser/s agree/s to pay to the Promoter, the aforesaid Purchase price of Rs.\_\_\_\_\_ in the manner following:

Sr. No.	Amount	Stages
i.	Rs. _____	On or before execution of this Agreement by way of Advance/ Earnest;
ii	Rs. _____	On completion of foundation and plinth;
iii	Rs. _____	On completion of all RCC Slabs.
iv	Rs. _____	On completion of Brick Work.
v	Rs. _____	On completion of Plaster Work.
vi	Rs. _____	On completion of Flooring/Plumbing /Electrical Work.
vii	Rs. _____	On completion of Sliding Windows /Doors / Painting etc.
viii	Rs. _____	On Completion of Physical Completion.
ix	Rs. _____	On Handing Over.
Total	Rs. _____	

5. The Promoter may upon completion of the payment scheduled and setout hereinabove, at the request of the Purchaser/s issue a personal license to them for entry in the said premises for the purpose of making interiors in the flat as desired. The Purchaser/s shall enter and /or carry out such work only and strictly in accordance with law. The Purchaser/s shall be upon such license being granted be liable to payment of such charges that could be equal to or more then the actual maintenance charges of the said premises. Fixing of such charges shall be the



discretion of the Promoter and the Purchaser/s accepts the same without any right to object. Any such license and or entry shall be solely at the risk as to cost and consequences of the Purchaser/s. The amount so payable as stated herein shall be payable shall attract the consequences of nonpayment of Consideration of the said premises.

6. Upon the MCGM issuing the Occupation Certificate in respect of the said Building, such personal licence to enter the said premises in favour of the Purchase/s shall automatically become and be construed as the letter of absolute possession and occupation of the said premises to the Purchaser/s.
7. The Purchaser/s shall pay the aforesaid amounts on the respective due dates without fail and without any delay or default as time in respect of each such payment is the essence of the contract. The Promoter will forward to the Purchasers intimation of the Promoter having carried out the aforesaid works at the address given by the Purchaser/s under this Agreement and the Purchaser/s shall be bound to pay the amount of installments to the office of the Promoter within 7 (seven) days of Promoter dispatching such intimation under certificate of posting at the address of the Purchaser/s as given in these presents and the Promoter will keep the original certificate of his Architects certifying that the Promoter has carried out given items of work and such Certificate will be open for inspection by the Purchaser/s at the office of the Promoter and such Certificate shall be valid and binding upon the Purchaser/s and the Purchaser/s shall accept and not dispute the same. It is expressly agreed that non-delivery or loss of the letter of intimation requesting

payment of any moneys from the Purchaser/s shall not be treated an excuse for non-payment or default by the said Purchaser/s in payment of the moneys due.

8. It is hereby expressly agreed between the parties hereto that the aforesaid purchase price is based on and/or calculated with the reference to the presently ruling market price of the building materials and the amenities as also upon rates of wages and other emoluments and expenses incurable by the Promoter and that if there is more than 10% increase in the market price of the said materials and/or other expenses as aforesaid which may be due to scarcity of the materials and/or due to overall inflation or due to any other reason whatsoever the Promoter shall be unilaterally entitled to raise and/or escalate the aforesaid purchase price keeping in view such increase as the Promoter may in his absolute discretion deem fit and the purchaser/s hereby irrevocably consent to such escalation by the Promoter and it is further agreed that in such event this Agreement shall be read and construed as if the said original increased and/or escalated price was herein mentioned and the same shall be paid by the Purchaser/s to the Promoter in proportionate increase of the remaining stages as set above and when become due or in any event before the grant of licence as the Promoter may demand and/or direct.
9. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities along with the said premises and the extent, nature and description of such limited common areas and facilities appurtenant to the said premises agreed to be sold is set out in the respective Annexure hereto.

10. It is expressly agreed between the Promoter and the Purchaser/s that the said premises shall be utilised for residential/legally permitted commercial purposes (with written consent of the promoter) and the garage/parking space shall be used only for parking vehicle belonging to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree not to change user of the said premises without prior consent in writing of the Promoter which the Promoter will be entitled to refuse if they deem fit and any unauthorised change of the user of the said premises by the Purchaser/s shall render this Agreement void/voidable at the option of the Promoter and the Purchaser/s in that event shall not be entitled to any right under or arising out of this Agreement.
11. The parties hereto specifically declare, agree and confirm that-
  - (a) The Purchaser/s has/have inspected the subject and has / have ascertained for himself / herself / themselves that the said premises are not yet ready for use and occupation;
  - (b) Occupation Certificate / Building Completion Certificate in respect of the said Building under construction has not yet been issued by the concerned authority as required by law and consequently under the provisions of section 3(2) (I) of the Maharashtra Ownership Flats Act, 1963 the Promoter is not entitled to allow the Purchaser/s to enter into possession of the said premises and the Purchaser/s is/are prohibited

from taking the possession of the said premises till such certificate is given by the concerned authority;

- (c) Possession of the said premises will be handed over after or on obtaining the Occupation Certificate from the MCGM or at the time of execution of the conveyance to be executed in pursuance hereof. In the event however the purchaser/s insist/s on receiving possession prior thereto and if the Promoter is in a position to and agrees to give the same and if as a result thereof any stamp duty and/or other taxes charges, dues or levies become payable on these presents and/or on the premises and/or any record thereof or otherwise the same shall be borne and paid by the Purchaser/s alone.
- (d) This Agreement is not to be or is not intended to be construed as conveyance nor is it intended by the parties that possession of the said premises is transferred to the Purchaser/s in part performance of this Agreement within the meaning of the Bombay Stamp Act, 1958 and no interest in the subject plot or benefits appurtenant thereto is or is intended to be created and transferred to or vested inter vivos in the Purchaser/s.

- 12. The Purchaser/s shall have no claim save and except in respect of the particular premises, common areas and facilities and limited common areas and facilities hereby agreed to be acquired and all open spaces/ flats/ shops/ garages/lobbies/staircases/ terrace right to put on terrace any signal tower, hoarding, etc. will remain the property of the Promoter until the whole of the subject plot and/or any part thereof with said building

constructed thereon is transferred to the Society or the company or the body or associations of the flat/ unit takers as hereinafter mentioned but subject to the rights of the Promoter under this Agreement.

13. The Purchaser/s is hereby, informed, disclosed and put to notice and expressly agree/s that -

(a) The Promoter shall be entitled to construct further floors/buildings as may be permitted by use of T.D.R. or other benefits of F.S.I. available or construct terrace flat/s along with one or more terraces and with or without open spaces attached thereto and shall be entitled to sell on Ownership basis and/or otherwise dispose off the same and/or exclusive use of any areas. The Purchaser/s and/or the Purchaser/s of the other premises in the said Building shall not be entitled to raise any objection of whatsoever kind or nature nor shall he/they interfere with the exclusive use and enjoyment of such terrace flat/s and/or open space appurtenant to the same and shall not be entitled to the use of such terrace or open space sold and/or allotted by the Promoter to the Purchaser/s of such terrace/flat/s unless the Purchaser/s himself/ herself/ themselves is/are such Purchaser/s and the Purchaser/s of such terrace flat/s shall be exclusively entitled to the use of the terraces or open spaces sold and/or allotted to him / her / them;

(b) The Promoter shall be exclusively and absolutely entitled to exploitation and benefit of all FSI / TDR or any other benefit available on the subject plot.

The said FSI / TDR or any other benefit could include all benefits accrued as a result of any change in policy modifications and rules and/or loss existing or having been put into force at any time prior to the society of flat purchasers being given actual Conveyance of the subject plot.

- (c) The Promoter shall be entitled to transfer, assign, dispose off and/or sell in any manner they may deem fit, or proper the said terrace etc. to anybody at or for such price and on such terms and conditions as the Promoter deems fit. The Purchaser/s along with the other Purchaser/s shall not raise or be entitled to raise any objection of whatsoever nature or kind;
- (d) Only the terrace above the Last Floor, and marked as “Common Terrace” in the Terrace plan annexed as **Annexure \_\_\_\_** hereto, would be for common use of all the unit purchasers. However as setout in the Plans annexed hereto, the Promoter shall, irrespective of the conveyance or transfer of the subject plot and/or the said Building to the society, shall have rights to construct, further floors with similar or altered floor planning, on the said common terrace. In such an event, the proportionate terrace over the last constructed floor shall form the “common terrace” for common use and enjoyment for all the unit purchasers;
- (e) In so far as the portion demarcated as “Private Terrace” in the said plan at Annexure\_\_\_\_, the same shall sole and exclusive entitlement for use, occupation, possession and enjoyment of the

Promoter and/or their assignor or assigns. The said private terrace so demarcated on the Plan shall be at all times irrespective to the conveyance and or transfer as setout would be available to the Promoter or, if assigned/allotted to the occupier of the Unit as later communicated by the Promoter to the Purchaser/s in either for exclusive use or for utilization and for construction of additional units with the approval of the authorities and/or the Corporation;

- (f) The Promoter shall be entitled to sell or otherwise dispose off the right to the terrace or terraces of the Building for the purpose of construction or for putting up or displaying advertisements/hoardings or any other user permissible by law, including Aerial Tower, Signal Tower etc. so long as the means of access is available to the Society for approaching the common terrace, water tanks and the rooms if any;
- (g) The Promoter shall be entitled to put up a hoarding or hoardings, TV Antenna or other Aerial Towers for Telecommunication, Dish etc. on the Subject plot or on the Building on the Subject plot or any parts of the Building on the Subject plot and the said hoardings may be illuminated or comprising of neon sign and for that purpose the Promoter is fully authorised to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said building or on the Subject plot as the case may be and the Purchaser/s agree/s not to object or dispute the same. The Promoter shall be liable the

expenses of all such installations and shall be exclusively entitled to the proceeds therefrom. Neither the Purchaser/s nor the body formed by them shall have any right to object to such exploitation by the Promoter. The Promoter or his nominee shall be entitled to join the Membership of Society or Limited Company or Association or Person as and when formed.

- (h) The Purchaser/s along with the other Purchaser/s of flats/ shops/ garages/ parking space shall not charge anything from the Promoter, or his nominee or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for use of such terraces, compound wall display or advertisements or hoardings etc. for the purposes mentioned hereinabove;
- (i) The building under reference is deficient in open space and MCGM will not be held liable for the same in future.
- (j) The buyer/member agree for no objection for the neighborhood development with deficient open space in future.
- (k) The buyer/member will not be held MCGM liable for any failure of mechanical parking system/car lift in future.
- (l) The buyer/member will not be held MCGM liable for the proposed inadequate/sub-standard sizes of rooms in future.



- (m) The condition for inadequate maneuvering space of car parking and no complaint to MCGM in this regard will be made in future.
- (n) The Ground floor, of the said Building, is exclusively commercial (hereinafter referred to as the Promoters premises) and shall belong exclusively to the Promoter or his agents, nominee or assigns. The Promoter shall alone have the right to deal with or dispose off the said Promoters premises. The open space in front of the said Promoters Premises, marked as "OPEN SPACE OUTSIDE COMMERCIAL" in the plan for commercial units annexed as **Annexure \_\_\_\_**, shall be at all time be kept vacant by Purchaser/s or the body formed by them. The Promoter shall have perpetual and exclusive license, for a yearly fixed compensation of Rs. 101/- (One Hundred only) for 99 years from the date of the occupation certificate being granted, to the said open space to the exclusion of all others. The said open space in front of the said Promoters Premises shall be exclusively for the use and exploitation of the Promoter. The Promoter shall also be entitled to park his vehicle/s on the said space to the exclusion of all others. The promoter shall also be entitled to setup permanent or temporary canopy with permissions from the statutory authorities, if necessary. The Promoter shall not require any permission from the Purchaser/s or body formed by the purchaser's. Such permission shall be deemed to be specifically granted under this document;

- (o) Until such time as the possession of the Subject plot and the said building is delivered to the Society as aforesaid the Purchaser/s shall abide by the rules and regulations framed or to be framed at any time and from time to time and at all times by the Promoter and generally to do all and every reasonable act that the Promoter may call upon the Purchaser/s to do or carry out;
- (p) It is agreed that till all the flats / shops / garages / parking space and other premises are sold, allotted and handed over to the prospective Purchaser/s, the Promoter shall be entitled to retain with them unsold flats/shops/garages/ parking spaces and other premises and no maintenance charges and taxes and other outgoings would become payable by the Promoter in respect of the said unsold flats/shops/garages/parking spaces and other premises and neither the Purchaser/s nor the co-operative Housing Society to be formed by the Purchaser/s shall claim demand or charge from the Promoter any amount towards such maintenance charges, taxes and other outgoings in respect of the unsold flats/shops/ garages/parking spaces and other premises in respect of the period from the date of occupation certificate till the same are sold to the respective Purchaser/s;
- (q) The Promoter has disclosed and/or informed and put the purchaser to notice that the Mahadev Temple demarcated as 'THE TEMPLE' in the Layout Plan at **Annexure \_\_\_\_** annexed hereto, and the land beneath it shall be of the exclusive ownership, right, title and interest of the Promoter and/or his

assignees, nominees and/or persons claiming through him. The said ownership of the temple and the land below shall *de-horse* the execution of the Conveyance or transfer of title to the Society, remain with the Promoter as owner thereof.

- (r) The Promoter shall have exclusive rights, prior to execution of the Conveyance to lease or let or grant permission of any of the portion either constructed or open to any person as the Promoter may deem fit, which shall be binding on the Purchaser/s as also the body of the Purchaser/s so formed.
- (s) For the purposes of compliance of Section 11 of the Maharashtra Ownership of Flats Act, and in addition to that what is set out in clause 50 herein under, it shall be the discretion of the Promoter to execute a Lease instead of Conveyance in favour of the Society or anybody of the flat purchasers with respect to the subject plot which shall be not less than a period of 25 years and not more than a period of 99 years. The Promoter shall also have an option converting the said Agreement to be read under the provisions of Maharashtra Apartment ownership Act by giving intimation in writing. The Promoter can at his discretion insist for forming a condominium and transfer the property to the same terms as set out herein;
- (t) Parties have understood and agreed that the Podium / stilt /stack /open, parking space are in accordance with the size of the units and the number of units constructed. In the said event the

Purchaser/s give complete authority to the Promoter to allot the available parking spaces;

- (u) All parking Podium / Stilt / Open parking spaces as approved by the Municipal Corporation of Greater Mumbai. The Promoter shall have all rights to enclose any or all or any of such parking spaces for utilization of FSI or any other purpose, which shall be lawful and/or approved by the MCGM. The Promoter will, in such an event provide for equal number of parking in lieu of such which are covered at any other place, which would include, but would not be limited to the providing stack car parking i.e. parking one above the other by means of mechanized process or equipment's;
- (v) The portion demarcated as "9.00 M WIDE RIGHT OF WAY", on the plan at Annexure \_\_\_, shall be kept open to sky at all time and shall be the exclusive entitlement of the Promoter or his assigns for its exclusive use, enjoyment and possession, irrespective of the transfer to the society in accordance with clause 50 herein under. The Promoter at his discretion and option may use the said portion for any purpose including for future development or as an exclusive internal road of not less than 9 meters wide as an internal access road for the rear plot being Plot being CTS No. 195/B. Neither the Purchaser nor the society shall have or raise any objection to the same. It is expressly understood that the contents of this clause shall bind the Purchaser/s as also the society which may be formed;

14. The Purchaser/s confirm/s that the installments payable by the Purchaser/s under these presents shall be made on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Purchaser/s to the Promoter is of the essence of the contract. If the Purchaser/s make/s delay or default in making payment of any of the installments or amounts on the stipulated days to the Promoter this Agreement shall automatically stand terminated AND the amount of earnest money and all other amounts paid by the Purchaser/s to the Promoter shall stand forfeited to the Promoter AND the Purchaser/s shall have no right, title and interest, demand or claim of any nature whatsoever, either against or in respect of the said premises or any part thereof or against the Subject plot AND the Promoter shall be entitled to sell and/or transfer in any manner whatsoever the said premises to any other person or persons as they may think fit.
  
15. It is expressly agreed that the licence to enter into the said premises will be given by the Promoter to the Purchaser/s by \_\_\_\_\_, provided the Promoter upon having received the full purchase price of the said premises and other amounts payable by the Purchaser/s to the Promoter under these presents and the purchase price of the other premises in the said Building payable by the Purchaser/s of other premises under the respective agreements between them and the Promoter and provided further that the Promoter shall not be responsible for any delay on account of non availability of steel, cement, and other building material, water or electric supply and any Act of God, civil commotion, riot, war or on account of any notice, order, rule, notification of

the Government and/or any other public body and/or competent authority and/or there is any delay in issue of occupation certificate and/or Building Completion Certificate by the concerned authority and/or Planning Authority and/or for any circumstances of reasons beyond the control of the Promoter. If the Promoter is unable to give licence to enter into the said premises by the date stipulated hereinabove on account of willful default or delay on the part of the Promoter, then the Promoter agrees that he shall be liable on demand by the Purchaser/s to refund to the Purchaser/s the amount already received by them in respect of the said premises with simple interest at the rate of 9% per annum from the date of Promoter received the sum till the date the amounts and interest thereon is repaid by the promoter to the Purchaser/s AND the entire amount and interest as state above shall, subject to prior encumbrances, if any, be a charge on the premises in question. It is agreed that upon refund of the said amount together with interest as stated hereinabove the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the said premises and the Promoter shall be entitled to deal with and/or dispose of the said premises to any person or party as the Promoter may at his absolute discretion deem fit.

16. Upon the purchaser/s taking permission to enter into the said premises as Licensee, he/she/they shall have no claim against the Promoter as regards the quality of the building materials used for construction of the premises or the nature of the construction of the said premises or otherwise or otherwise howsoever, provided however that if within a period of one year from the date of granting licenses of the said premises to the Purchaser/s

as Licensee/s the Purchaser/s bring/s to the notice of the Promoter any defect in the said premises or the Building in which the said premises are situated or the materials used therein or any unauthorised change in the construction of the said Building by the Promoter then, wherever possible such defects or unauthorised changes shall be rectified by the promoter at his own cost and in case it is not possible to rectify such defect or unauthorised changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defects or changes.

17. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit is payable to the concerned authority or to the State Government or betterment charges or development tax or development charges or security deposit becomes payable to the concerned authority or State Electricity board or Electricity Supplier for the purpose of giving water connection, drainage connection and electric connection or Gas Connection any other tax or payment of a 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 demand (time being of 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 to hereinabove shall mean and include *pro-rata* charges which the Purchaser/s may be called upon to pay the Promoter in respect of supply and installation of water line, extra water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-stations (if any) and electric transformers and making and

maintaining of internal roads, and access to the Subject plot, drainage, layout, nazarana and all other facilities.

18. (i) The Purchaser/s hereby agree/s to and shall pay to the Promoter at the time of grant of Licence to enter the said premises the following amounts:
- (a) Rs.\_\_\_\_\_ towards share money, entrance fees and membership of the Society;
  - (b) Rs.\_\_\_\_\_ towards the legal expenses and the same shall not be refundable;
  - (c) Rs.\_\_\_\_\_ Being his/her/their shares of the amount of deposit payable for water and electric connection to be installed in the said premises and the building and/or buildings and the same shall not be refundable;
  - (d) Rs.\_\_\_\_\_ towards 1 (one) year's provisional outgoings for Municipal taxes, water bill, common electric bill, maintenance charge, other society expenses etc. calculated @ Rs.\_\_\_\_\_per month as Deposit;
  - (e) Rs.\_\_\_\_\_ towards formation and registration of the society or



Limited Company or other organisation and the same shall not be refundable;

(f) Rs.\_\_\_\_\_ towards provisional development charges.

Total : Rs.\_\_\_\_\_

The aforesaid amounts are to be paid on or before the licence to enter the said premises is given to the purchaser/s and no interest will be payable thereon by the Promoter. The aforesaid amounts are agreed to be paid by the Purchaser/s to the Promoter without prejudice to the right of the Promoter to recover other amounts including betterment charges from time to time under these presents. The Promoter shall utilise the sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid by the Purchaser/s to the Promoter for meeting all legal charges, costs and expenses including professional costs of the Advocates of the Promoter in connection with Documentation, formation of the said Society, or limited company or condominium, as the case may be, and the costs of preparing and engrossing and executing, the Deed of Conveyance or such other Deeds for transfer as the case may be. In addition to the above, the purchaser/s shall pay, on demand to the promoter such deposit or other amount that may be demanded by or paid to the concerned authority for the purposes of sanctioning the plans and for issuing the commencement certificate.

(ii) The aforesaid amounts at item (a) and (d) above and the balance therefrom, if any, after deducting therefrom arrears of taxes and expenses mentioned as communicated by the Promoter at any time before handing over of accounts and the expenses incurred in the formation of the said society or legal expenses etc. will be transferred by the Promoter to the said Society after the Building is finally transferred to such Society and the Purchaser/s hereby agree/s not to demand any amount in respect thereof at any time prior thereto.

19. Notwithstanding anything contained in this Agreement the Purchaser/s hereby agree/s to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, municipal taxes, N.A. Taxes outgoings, betterment charges and in respect of such other charges/expenses/fees/costs. Such share shall be determined by the Promoter having regard to the area of each premises. The Purchaser/s hereby agree/s that he/she/they shall not be entitled to ask for adjustment or set off of the amounts mentioned in clause 18 hereof against the expenses, municipal taxes, outgoings, betterment charges etc.
20. So long as each tenement shall not be separately assessed for the Municipal taxes, Non-Agricultural Taxes and water taxes, the Purchaser/s shall pay a proportionate share of the water tax and municipal taxes assessed on the whole building and other maintenance charges of such portion to be determined by the Promoter on the basis of the area of each flat/shop with or without garage/parking spaces in the said Building to be constructed by the Promoter and other arrears attached thereto. The Purchaser/s along

with the other Purchaser/s of flat/shop with or without garage/parking space will not require the Promoter to contribute proportionate share of the maintenance charges of the flat/shop with or without garage/parking space which are to be constructed or which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the taxes on account of the vacancy of the said tenements. The Purchaser/s hereby agree to pay all the amounts payable under the terms of this Agreement as and when they become due and payable including interest at the rate of 24% per annum, time in this respect being the essence of the contract.

21. The Purchaser/s agree/s that the Promoter is not bound to give notice requesting payment of amounts due under these presents on respective due dates stipulated herein and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on their respective due dates.
22. The Purchaser/s shall use the said premises only for residential purposes or the purposes as may be authorised by the Promoter in writing. The said condition shall be deemed to be accepted by the society or the body of members as a covenant of sale.
23. If the Promoter is not able to give licence to enter into the said premises to the Purchaser/s on account of any reasonable cause or circumstance beyond their control, the Purchaser/s shall not be entitled to any compensation or damages whatsoever but he/she/they shall be entitled to remedies available under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

24. The Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said premises may come (in accordance with terms of these presents) doth/do hereby covenant with the Promoter as follows.

- (a) To maintain the said premises, at Purchaser/s own costs in good tenantable repair and condition from the date of licence to enter the said premises is taken and shall not change/alter or make addition in or to the Building and in or to the said premises itself or any part thereof or do or suffer to be done anything in staircases or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority;
- (b) Not to store in the said premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction and structure of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried any heavy packages on upper floors which may damage or are likely to damage the staircase, common passage or any other structure of the Building and in the event any such loss, injury or damage is caused to the said premises on account of negligence or default of he Purchaser/s, the Purchaser/s shall be liable to make good the same at his/their costs and shall be liable for all the consequences arising on account of the breach thereof;

- (c) To carry out at his/her/their own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered to the Purchaser/s by the Promoter and shall not do or suffer to be done anything in or to the Building or the said premises which may be against the rules and regulations and bye-laws of the concerned local authority or other Public Authority, and in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority;
- (d) Not to demolish or cause to be demolished the said premises or any part thereof nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Building and shall keep the walls and partition walls, sewers, drains, pipes in the said premises and appurtenance thereto in good and tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. piers or other structural member in the said premises without the prior written permission of the Promoter and/or the said Society. The person responsible shall be liable to civil and criminal actions without any intimation or notice to him;
- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the

said premises in the compound or cover any portion of the Subject plot and the Building;

- (f) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are or may be imposed by the concerned local authority and/or Government and/or other public authority, on account of change or user of said premises, by the Purchaser/s done with consent of the Promoter;
- (g) The Purchaser/s shall not let, transfer, assign or part with the said premises or interest or benefit under this Agreement or part with the licence to enter into the said premises until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and that too only if purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has have first obtained the consent in writing from the Promoter in that behalf;
- (h) The Purchaser/s shall observe and perform all the rules and regulations which the said Society may adopt at its inception and the addition, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building Rules, Regulations and bye-laws for the time being of the concerned local authority and Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and

conditions laid down by the Promoter under these presents and shall pay and contribute regularly and punctually towards taxes, expenses or other outgoings in accordance with the terms of this Agreement;

- (i) Till a conveyance and/or Deed for Transfer in respect of the subject Plot and the said Building is executed, the Purchaser/s shall permit the Promoter and his surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said plots of land and the said Building or any part thereof to view and examine the state and conditions thereof and/or for carrying out any work of construction lying of water, Drainage, Electricity Lines or modify the same on the Subject plot or any part thereof;
- (j) In addition to the above undertakings the Purchaser/s and the body formed by the Purchasers agree and undertake the following:-
  - i. No part or full of the terrace shall be used and/or allowed to be used for any party or function or any such event;
  - ii. In an endeavor to maintain the Subject Plot, the entire building all the common portions in a clean and hygienic state, not to place any Dustbin or any other thing for storage /disposal of garbage outside his flat or in any other common area of the said premises;
  - iii. No footwear's or dustbin or any such other articles shall be placed or kept, nor shall any such arrangement be made, whereby such footwear or articles can be placed outside the

flat, in the landing area or stairs or any other common are of the Building;

- iv. No RCC members of the Building either while carrying out the repairs or renovation job in their flat or other portions of the Building, intentionally or unintentionally, be either damaged or attempted to be tampered with;
- v. Lift provided in the building shall not be used for Carrying any materials or equipment for any renovation or repair jobs, irrespective of the floor on which it is to be carried to;
- vi. No debris should be either deposited or placed in the subject plot or any common area of the Building. Such debris or the waste shall be arranged to be transported from the flat straight outside the subject Plot. Upon default the Purchaser shall be charged with a penalty of Rs. 100/- per sq. ft purchased in addition to the cost of removal of such debris or waste;
- vii. No plantation, in or around the flat shall be done in a way. The same may damage the exterior paint or the other common area of the Building;
- viii. No services of any employee meant or employed for the building shall be used by the Purchaser/s for their personal purposes either with or without payment;
- ix. No pets of any kind shall be allowed to be kept by the Purchaser/s;
- x. The Purchaser/s only with the written permission of the Promoter shall undertake any works for renovation of the flats, till the time the conveyance is granted to the body formed by the Purchasers. Such permission shall only



be granted upon deposit of Rs. 25,000/- shall be interest free, and shall be refundable upon the intimation in writing about completion of the work;

25. At least 7 days prior to affixing the stamp on the conveyance and/or Deed for Transfer in respect of the said property the purchaser/s shall pay to the Promoter, the Purchaser/s' share of the Stamp duty and Registration charges payable by the said Society on the Deed of Conveyance or Deed for Transfer or any document or instrument of transfer in respect of the subject plot and the said Building to be executed in favour of such organisation. The Promoter shall not be liable to pay any amount of Stamp duty and Registration Fees on the Deed of Conveyance or Deed for Transfer in respect of the said plots or any part thereof.
26. The Purchaser/s shall permit the Promoter and his surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the premises or any part thereof or the purposes of making repairing, maintaining, rebuilding, cleaning, lighting and keep in order and good condition services, drains, pipes, cables, water connections, electric connections, wires, part structures and other conveniences belonging to serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and testing drainage and water pipes and electric wires, and for similar purposes and also for the purpose of cutting of the supply of water to the premises or the building in respect whereof the Purchaser/s or the occupier of any other premises as the case may be shall be in default in paying his/her/their share of the water tax.

27. After the licence to enter upon the said premises is given to the Purchaser/s if any additions or alterations in or about or relating to the said Building is required to be carried out by the Promoter, the Government, local or any statutory authority, the same shall be carried out by the Purchaser/s in cooperation with the Purchaser/s of the other flats/shops/garages/parking spaces in the said Building at his/her/their own costs and the Promoter shall not in any manner be liable or responsible for the same or to contribute any amount for the purpose aforesaid.
28. If the Purchaser/s desire/s to sell or transfer his/her/their interest in the said premises or is/are desirous to transfer or give the benefit of this Agreement to anyone else and if the Promoter agrees to give such consent, then and in such event, simultaneously with the Promoter granting to the Purchaser/s the consent as herein contemplated the Purchaser/s shall pay to the Promoter such sum as the Promoter may in his absolute discretion determine by way of the transfer charges and administrative and other costs, charges and expenses pertaining to the same. It is clearly understood and agreed that unless such amount is paid to the promoter by the Purchaser/s the Promoter shall not be bound or liable to give consent to such transfer and that the Promoter is not obliged to give consent to transfer even if the Purchaser/s is/are willing to pay such charges.
29. The Purchaser/s and the persons to whom the premises are transferred or to be transferred hereby agreed to sign and execute all papers, documents and do all other things as the Promoter may require of him/her/them to do and

execute from time to time for effectively enforcing this Agreement and/or for safe-guarding the interest of the Promoter and all persons acquiring the remaining flats/ shops/ garages/ and parking spaces in the said Building on the Subject plot.

30. The Purchaser/s and the person to whom the said premises are permitted to be transferred with the written consent of the Promoter shall observe and perform all the provisions of the Bye-laws and/or the rules and regulations of the said organisation when required and/or all the provisions of the Bye-laws of the said society and the addition, alterations or amendments thereof and shall also observe and carry out the Building Rules and Regulations and the Bye-laws for the time being of the Municipal Corporation of Greater Mumbai and Bombay Metropolitan Regional Development Authority, other local and/or public bodies. The Purchaser/s and person to whom the said premises are allowed to be transferred shall observe and perform all the stipulations and conditions and user of the said premises and the Subject plot and shall pay and contribute regularly and punctually towards rates, cesses, taxes, betterment charges and/or expenses and all other outgoings.
31. As soon as the Promoter notifies that the said premises is ready for occupation the Purchaser/s shall pay the respective arrears or dues together with accrued interest thereon, if any, within seven days of such notice whether served individually or put up at some prominent place in the Building and if the Purchaser/s fail/s to pay the said arrears as aforesaid, the Promoter shall be entitled to forfeit the amount previously paid by the Purchaser/s

who shall lose all rights in the said premises as well as all the rights and benefits under this Agreement which shall stand determined and cancelled.

32. It is agreed between the Promoter and the Purchaser/s that commencing a week after the notice in writing is given by the Promoter/s to the Purchaser/s that the said premise is ready for use and the Promoter is ready to grant licence to enter to the Purchaser/s the Purchaser/s shall be bound and liable to take such licence and in any event pay the proportionate share (i.e. in proportion to the floor area of the said premise) of all outgoings in respect of the Subject plot and the proposed building including local taxes, cesses, rates and other charges, betterment charges, water charges, insurance charges, common lights, repairs, salaries of clerks, Bill Collectors charges, chowkidar and sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the Subject plot and the said Building and until and Subject plot is transferred to the society the Purchaser/s shall pay to the Promoter the proportionate share of outgoings as may be determined by the Promoter. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Promoter a provisional monthly contribution of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per month towards such outgoings and taxes. The amount so paid by the Purchaser/s to the Promoter shall not carry any interest and shall remain with the Promoter till a conveyance and/or a Deed for Transfer is executed in favour of the said Society. On such conveyance or transfer being executed the aforesaid amounts (less deductions provided for in the Agreement) shall be paid over by the

Promoter to the said Society. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings, betterment charges and other amounts as provided herein regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.

33. The Promoter shall as per law maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received in account of the share capital for the promotion of the said Society or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.
34. The Purchaser/s herein along with other Purchaser/s of other premises in the said Building undertake/s to become a member of the Society and for that purpose also from time to time to sign and execute all papers or applications that may be required including the bye-laws of the Society within seven days of receipt thereof time being the essence so as to enable the Promoter to form the said Society and/or as the case may be under section 10 of the Maharashtra Ownership Flats Act, 1963 within the time limit prescribed by rule 8 of Maharashtra Ownership Flats (Regulations of Promotion, Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the Bye-laws of the Society as may be required by the Registrar of Co-operative Society or other competent authority. The power and authority of the Society shall be subject to the overall power, authority and control of the Promoter in any of the matters concerning the building, the construction and completion

thereof and all amenities pertaining to the same and in particular the Promoter shall have absolute authority and control as regard the unsold premises and the disposal thereof.

35. The Purchaser/s agree/s that he/she/they along with other purchaser/s of flats/ garages/ parking spaces will not charge to the Promoter or his nominee or transferee any amount by way of monthly installment for maintenance charges or any other charges for use of such terraces, compound walls, display or advertisement or hoarding or Aerial Tower etc. for the purpose mentioned hereinabove.
36. The Purchaser/s agree/s that the terrace space in front of or adjacent to the terrace flat premises in the said Building, if any, shall belong exclusively to the respective purchaser/s or the terrace flat premises and such terrace spaces are intended for the exclusive use of the respective terrace premises Purchaser/s. The Purchaser/s shall not enclose the said terrace till the permission in writing is obtained from the concerned local authority and the Promoter or the Society as the case may be.
37. The Purchaser/s shall immediately after the execution of this Agreement lodge the same for registration with the appropriate registering authority and shall within two days after lodging the same intimate to the Promoter together with the serial number under which the same is lodged with a view to enable the Promotes to admit execution. If the Purchaser/s fail/s to lodge this Agreement for registration, the Promoter shall not be in any way responsible for the non-registration of the said Agreement and the consequences arising thereon. The

Stamp duty and registration charges and all other charges including penalty (if any) incidental to this Agreement shall be borne and paid by the purchaser/s alone.

38. Nothing containing in these presents shall be constructed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the subject plot and the said building or any part thereof such conferment to take place only upon the execution of the conveyance and/or Deed for transfer in favour of the said Society to be formed, of the Purchasers of all the premises in the said Building/s as herein stated.
39. The Purchaser/s shall at no time demand partition of his/her/their interest in the said Building/s and/or the Subject plot, it being agreed and declared by the Purchaser/s that his/her/their interest in the said premises is indivisible/inseparable.
40. On breach of the provisions of clause 24 hereinabove by the Purchaser/s, the Promoter shall without prejudice to his rights under these presents and under the law shall be entitled to deduct from the payment made by the Purchaser/s such amounts they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Purchaser/s to compensate for the damage so caused and the Purchaser/s hereby consents to the same. The decision of the Promoter in that regard shall be final and binding upon Purchaser/s who shall not dispute the decision of the Promoter in this regard.

41. The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Promotes under this Agreement.
42. All letters, receipts and/or notices issued by the Promoter dispatched under certificate of posting to the address known to them of the Purchaser/s will be sufficient proof of receipt of the same by the Purchaser/s and shall completely and effectually discharge the Promoter. For this purpose the Purchaser/s has/have given the following address :

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43. If the Purchaser/s neglects, omits or fails for any reason whatsoever to pay to the Promoter and amounts due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after the licence to enter) within the time herein specified or if the Purchaser/s shall in any other way fails to perform and/or observe any of the terms and stipulations and conditions and covenants herein contained and on his/her/their part to be observed and performed the Promoter shall be entitled to cancel the licence and take possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Purchaser/s shall stand absolutely forfeited to the Promoter and the Purchaser/s shall not claim for refund or repayment of the said earnest money and/or the said other amounts already paid by the Purchaser/s or any part thereof the Purchaser/s hereby



agree/s to forfeiture of all his/her/their rights, title and interest in the said premises and all amounts already paid under this Agreement or otherwise and in such event the Purchaser/s shall also be liable to immediate ejectment as trespasser and the right given by this clause to the Promoter shall be without prejudice to any claim whatsoever at law or under this Agreement of the Promoter against the Purchaser/s.

44. If any permission is required to be obtained or any compliance is to be effected under any Central or State Government Legislation and/or any rules framed thereunder and/or under any other order, notifications or ordinance whatsoever and by whatever name called the same shall be complied with by the Purchaser/s and/or the body/s of the Purchasers and/or the society in consultation and in co-operation with the Promoter and all costs, charges and expenses, if any, that may have to be incurred in connection therewith, shall be borne and paid by the Purchaser/s and/or the Society only.
45. The transaction covered by this contract at present is by the taxes, which include Value Added Tax, and Service Tax, but is not restricted to it. The Purchaser/s agrees to bear the same and has to pay the same. It is however not understood that this of sale liable to tax under the sales tax law. If, however, under the law as enacted or by reason of any amendment to the Constitution or any new enactment or amendment to the existing law or any other law, Central or State, this transaction is held to be liable to tax, as a sale or otherwise, either as a whole or in part or any inputs or material or equipments used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser/s

along with other Purchasers on demand being made by the Promotes in that behalf without raising any dispute or objection in that behalf.

46. The Promoter 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 Subject plot and/or grant right of way from the Subject plot for development of any property. If any portion of the Subject plot is acquired or notified to be acquired by the Government or any other Public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof. The Promoter shall be entitled to use any additional FSI including Transfer of Development Rights or carry out and complete additional construction that may be permitted by the Municipal Corporation of Greater Bombay or any other Authority or any other Local Body or concerned authority on the terrace and/or the Subject plot or any part thereof for any reason whatsoever including FSI in respect of any adjoining or neighbouring property. Such additional structures and storeys will be the sole property of the Promoter who will be entitled to dispose off it in any way they choose and the Purchaser/s hereby irrevocably consent to the same and the Purchaser/s shall not be entitled to raise any objection or to any abatement in the price of the said premises agreed to be acquired by him/her/them thereby and/or make claims for compensations or damages on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the

building/s being put up and/or at any time further construction on the said plots of land is allowed the Promoter shall always have irrevocable right to put up additional construction and storeys and/or consume the balance floor space index and/or additional floor space index of any other property in any other manner whatsoever and the Society and/or the Purchaser/s shall not be entitled to claim any share, right, title or interest in any such additional FSI as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use construction and development in any manner by the Promoter in any manner they choose. The Purchaser/s shall not be entitled to any rebate and/or concession in the price of his/her/their premises on account of the construction of any other structures and/or the changes, alterations and additions made in the Building or structures and/or right of way, if any, granted by the Promoter.

47. The Promoter or the person nominated by the Promoter or the person on whom the rights and benefits are conferred shall have absolute right to make additions, alterations, raise storeys or put up additional structures as may be permitted by the concerned authority and other competent authorities. Such additions, alterations, structures and storeys will be the sole property of the Promoter or his nominees or assignees, as the case may be, who shall be entitled to dispose off the same in any way they choose and the Purchaser/s hereby consent/s to the same. The terrace of the Building till the same is allotted to any Purchaser/s and/or agreed to be sold as well as the parapet walls shall be the property of the Promoter or his nominees or assignees and the Promoter or his nominees shall also be entitled to display

advertisement and/or other use in or over the walls and the same shall be the property of the Promoter. The Promoter or his nominees or assignees shall also be entitled to display advertisement on or over the walls of the terrace as well as on any portion of the said Building including the compound thereof and on the walls of such compound and shall be exclusively entitled to the income that may be derived by display of such advertisement and/or other use at any time hereafter. The Agreement with the Purchaser/s and all other purchasers of other premises in the said building shall be subject to the aforesaid rights of the Promoter or his nominees or assignees who shall be entitled to use the said terrace as well as the said property and other Purchaser/s shall not be entitled to any abatement in the price of the premises agreed to be acquired and the Promoter or his nominees or assignees shall be deemed to be the owners of such premises which have not been allotted and/or acquired and/or agreed to be sold at the time when the said Building is transferred as aforesaid and the body of Purchasers shall admit the Promoter or his nominees or assignees as its members in respect of such unsold premises and the Purchaser/s and the Society shall admit such Purchasers as members as per the directions of the Promoter as and when the said premises and/or one or more of them are agreed to be sold by the Promoter.

48. The Promoter is and shall be entitled to sell and/or agree to sell the unsold premises and/or rights to any person or persons who may not be a purchaser of the premises in the said Building and the body of the various Purchasers shall be liable to enroll and admit the Purchaser/s of such premises as its members and the purchaser/s hereby agree and undertake not to raise any objection or

requisition in that behalf and do hereby irrevocable consent to what is stated hereinabove.

49. Until such time as the entire project is completed and/the possession of the Building or Buildings and the Subject plot is delivered to the body of flat purchasers and the Subject plot with building and structures therein is transferred to such body, the Promoter will be entitled at his discretion, to control the management of Building to realise the outgoings as communicated by the Promoter and disbursements of the payment to be made and the Purchaser/s along with the Purchasers of other premises and/or the Society will not have any objection to the aforesaid rights of the Promoter.
50. Notwithstanding any other provisions of this Agreement the Promotes shall be entitled at his sole and absolute discretion:-
  - (a) To have a Society and/or limited company and/or any other body or bodies of Purchasers to be formed and constituted as contemplated herein (*the term society used herein shall denote any of the said institutions*);
  - (b) To cause to be conveyed and/or transferred the said building and structures together with land beneath the same in favour of such society and/or limited company and/or other association;
  - (c) To cause to be conveyed and/or transferred such appurtenant land, if any, along with the conveyance and/or other documents or transfer of the said Building with the land beneath the same.
  - (d) To decide and determine how and in what manner the infrastructure including the common utility areas may be transferred and/or conveyed.

(e) To provide for and incorporate covenants and obligations with regard to the provisions of maintaining the infrastructure and common amenities.

(f) To decide from time to time when and what sort of documents of transfer should be executed.

51. It is however expressly agreed and understood, by and between the parties that the Conveyance or the Deed for transfer of the subject plot and the said building to the society shall be done only after a period of 5 years from the date of issuance of Occupation Certificate from the Authorities or the registered sale of the all the constructed units in the said building or the subject Plot, whichever is later;

52. On the completion of entire development of the Subject plot and on receipt by the Promoter of the full payment of all the consideration money and other amounts due and payable to them by all the holders of all the premises the Purchasers of flats/ shops/ garage/ parking space and other utility use holders shall co-operate with the Promoter in forming, registering on incorporation of a Co-operative Society or of the Limited Company or an Association as the case may be and the same shall be, subject to the rights of the Promoter under this Agreement and the conveyance to be executed in pursuance thereof. When the Co-operative Society or Limited Company or Association is registered or incorporated as the case may be and all the consideration moneys and other expenses as the case may be and all the consideration moneys and other amounts due and payable to the Promoter in respect of all the premises as aforesaid are received by the Promoter, the Promoter shall, in accordance to clause 50 hereinabove, cause the

subject plot and the said Building, to be transferred to the Society or Limited Company, by executing the necessary conveyance (or to the extent as may be permitted by the Authorities) and the Building in favour of such Society or Limited Company, as the case may be, on such terms that shall ensure the complete exploitation of the FSI, TDR and all such present or future benefits available on the subject plots or in the said building.

53. The Promoter shall, if necessary, become members of the society in respect of his rights, benefits conferred herein. If the Promoter transfer, assign and dispose off such rights and benefits herein conferred on them at any time to anybody, the assignee, the transferee and/or the Purchaser/s thereof shall become the member of the Society in respect of the said rights and benefits. The Purchaser/s and the society shall not have any objection to admit such assignee or transferee or the Purchaser/s thereof as a member of the Society.
54. The Advocate of the Promoter shall prepare and/or approve, as the case may be, any deed/s, documents to be executed in pursuance of this Agreement. All costs, charges and expenses including Stamp duty, Registration Charges and all other expenses in connection with the preparation and execution of the deeds and/or documents and aforesaid, shall be shared and paid by all the Purchaser/s of the flats/ shops/ garages/ parking spaces/ utility use in the said Building in proportion to the respective areas of respective flats/ shops/ garages/ parking spaces or other premises of the Society. The Promoter shall not be liable to contribute any amount towards such expenses.

55. All costs, charges, and expenses in connection with the formation of the co-operative Society or a Limited Company of preparing, engrossing, stamping and registering all the agreements, deed of assignment or any other documents or document required to be executed by the Promoter including stamp duty, registration charges etc. payable in respect of such documents, as well as the entire professional costs of the Advocate of the Promoter for preparing and approving all such documents shall be borne by the Society or Limited Company or an incorporated body or any other association formed by the Purchaser as aforesaid proportionately by all the holders of the premises in the said Building. The Promoter shall not be liable to contribute any amount towards such expenses.
56. The Promoter shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement shall have a first lien and charge on the said premises agreed to be purchased by the Purchasers.
57. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance of giving time to the Purchaser/s shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.
58. Without prejudice to the rights of the Promoter under the Maharashtra Ownership Flats Act, 1963 and/or any other Act the Promoter shall be entitled to take action against the Purchaser/s if the Purchaser/s does not pay



his/her/their proportionate share of outgoings communicated by the Promoter every month and he/she/they remain/s in arrears for three months, the Promoter will terminate his/her/their Agreement and enter upon the premises and forfeit all the amount paid by the Purchaser/s to the Promoter under this Agreement and resume possession of the said premises.

59. Any additions and alterations in the said premises and/or in respect of the specifications and amenities by the Purchaser/s if agreed by the Promoter shall be carried out at the risk and extra costs of the Purchaser/s, which shall be paid in advance by the Purchaser/s before the work is carried out by the Promoter.
60. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Rules thereunder and/or any modification/s and/or re-enactment thereof and/or the rules or any other provisions of law applicable thereto and hereto.

#### **TITLE FLOW**

The Title Flow is more specifically set out in the various registered documents, disclosed and given inspection of to the Purchaser/s.

#### **DOCUMENTS DISCLOSED AND INSPECTION GIVEN TO THE SATISFACTION OF THE PURCHASER**

- (a) The Property Card with respect to the Subject Property;
- (b) All the Approved plans concerning the Building;

- (c) The Original Title Certificate issues by the various professionals appointed for the Project;
- (d) All the Documents relating to the devolution of title;
- (e) All the correspondence and communication with the Local, planning and other authorities.

### **THE FIRST SCHEDULE**

ALL that piece and parcel of land being and bearing Final Plot No. 415 of TPS – III, Village Borivali, admeasuring about 1110.50 sq. mtrs, in the Registration and Sub-District of Mumbai Suburban District and which is bounded as follows:-

On or towards North	: F.P. No. 421
On or towards East	: CTS No. 195/B
On or towards West	: 9.1 mts. D.P. Road
On or towards South	: F.P. No. 412

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands at Mumbai the day and year first hereinabove written.

SIGNED AND DELIVERED by the  
 Withinnamed OWNERS/PROMOTER  
**LAXMIKANT R. SAWANT** PROPRIETOR  
 OF **SAWANT CONSTRUCTIONS**

in the presence of \_\_\_\_\_

\_\_\_\_\_

SIGNED AND DELIVERED by the  
 Withinnamed PURCHASERS

\_\_\_\_\_

\_\_\_\_\_

in the presence of \_\_\_\_\_  
 \_\_\_\_\_

### RECEIPT

**RECEIVED of and from the withinnamed Purchaser/s sum**  
**of \_\_\_\_\_ Rs. \_\_\_\_\_**  
**(Rupees \_\_\_\_\_ Only) by**  
**Cash/Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on**  
**\_\_\_\_\_ Bank being the amount of**  
**earnest money as mentioned hereinabove on or before the**  
**date of execution of these presents.**

**Rs. \_\_\_\_\_**

**I SAY RECEIVED**

For M/s. ***SAWANT CONSTRUCTIONS***  
(PROP. ***LAXMIKANT R. SAWANT***)  
(***OWNER/PROMOTER***)

**WITNESSES :**

1.

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