

SMS NO.	
NAME OF DOCUMENT	AGREEMENT FOR SALE
REGISTRATIONS DETAILS	REGISTRABLE/NONREGISTRABLE IF REGISTRABLE NAME OF S.R.O ULHASNAGAR-2
FRANKING UNIQUE NO.	
PROPERTY DESCRIPTION IN BRIEF	Flat/ Shop No. _____ having an approximate Carpet Area of _____ Sq.mtrs on the _____ Floor in the _____ Wing in the _____ type building known as _____ in the Clustered Building knowns as GAURI ESTATE to be constructed on land bearing Gut No. 8 (Part), New Gut No. 8, Hissa No. 2, area admeasuring at about 13071 Sq.mtrs located and situated at Village MANJARLI Tal- Ambernath, Dist- Thane Within local limit of Kulgaon Badlapur Municipal Council.
WARD NO.	
CONSIDERATION AMOUNT	Rs. _____/-
MARKET VALUE	Rs. _____
NAME OF STAMP PURCHASER	
NAME OF OTHER PARTY	M/S M.K PATIL DEVELOPERS
IF THROUGH NAME & ADDRESS	
STAMPDUTY AMOUNT	
AUTHORISED PERSONS SIGNATURE AND SEAL	

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE OF FLAT made and entered into on this
_____ day of _____ at Manjarli Tel. Ambernath, Dist. Thane,

BY AND BETWEEN

M/s. M.K. PATIL DEVELOPERS a partnership firm, having its registered office at shop No. 3 Patil, gut Plaza, gut No. 41, Near Flyover Bridge, Manjarli Badlapur (West), Tal. Ambarnath, Dist. Thane, through its partner Shri. _____ adult aged about _____ year Occupation Business, residing at Pitru Smriti, Patil Nagar, Manjarli Badlapur (West) Tal. Ambarnath, dist Thane hereinafter referred to as "the PROMOTERS/ BUILDERS" (which expression shall unless it be repugnant to the context or meaning shall means and includes the partner (s) of the said firm, and /or the heirs, successors, executors, administrators and assigns of the last surviving partner (s) etc.) of the ONE PART

AND

Mr./Mrs./Smt. _____

Age _____ years, Occupation _____ residing at _____

hereinafter referred to as THE FLAT PURCHASER (S) (which expression, unless repugnant to the context shall means and includes his/ her/ their heirs, executors, administrators successors and assigns etc.) OF OTHER PART.

AND WHEREAS

a) One Shri. DATTU MAHADU PATIL, alias Shri DATTATRAY MAHADEV PATIL, and other (hereinafter called as THE OWNERS) owns occupy hold possessed and/ or well and sufficiently entitled to the non-agriculture land bearing Gut No. 8 (part), New Gut No. 8, Hissa No. 2, area measuring 13310 Sq. Meters , located and situated at Revenue Village MANJARLI, Tal. AMBURNATH, Dist. THANE, within the area of Kulgaon Badlapur Municipal Council and within the Sub- Registration, Dist Ulhasnagar and Registration dist. Thane, and (which more particularly described in Schedule written hereunder and (hereinafter referred to as "THE SAID PROPERTY" for the sake of brevity and convenience)

b) AND WHEREAS by and under agreement for Development dated 21/5/2008 and registered in the office of the Sub Registrar of Assurance at Ulhasnagar -2 at Serial Nos. UHN-2/ 04116/2008 on 21/5/2008 (herein after for the sake of brevity the above referred agreement called as the said Development

Agreement) the said owner i.e Dattu Mahadev Patil alias Dattatray Mahadev Patil assigned and granted the development rights of the said property to the builders/ developers herein above mentioned on the terms and conditions mentioned therein in and the said agreement, and 1) Raghunath Mahadev Patil 2) Sudam Mahadev Paul 3) Dilip Mahadev Patil have executed the said agreement as confirming party.

c) AND WHEREAS upon the execution of the said agreement the owners have put the builders and developers in possession of the said land and in pursuance of the said agreement for development dated 21-5-2008 the owners have also granted irrevocable power of attorney in favor of the builders and developers to enable the developers to carry out all the development work together with the sale of the proposed constructed flats thereon in the said building to be constructed on the said land which is registered at the sub registrar of assurance office at Ulhasnagar-2 at Serial No UHN-2/ 04117/2008 on 21/5/2008.

d) AND WHEREAS as per the above recited deeds the builders / developers herein have been put in possession of the said land as on date of the execution of the said Agreement For Development.

e) AND WHEREAS as per the Development Plan sanctioned for the area of the Kulgaon Badlapur Municipal Council out of the area of said property admeasuring about 15510 Sq.mtrs area of 239 Sq.mtrs was kept reserved for secondary school and Play ground and therefore the builders herein above mentioned has by and under registered deed of conveyance dated 17-8-2010 and registered in the office of the Sub Registrar of Assurance at Ulhasnagar -2 at Serial nos. ULH-2 / 7536 / 2010 conveyed the said area of 239 Sq.mtrs in the name of Kulgaon Badlapur Municipal council and in consideration thereof obtained 100% floor space Index in form of Transferable Development Rights from the said council under the D.C.Rules and has utilized the said TDR on the said property.

f) AND WHEREAS by and under registered agreement for use of Road without consideration dated 30-7-2009 and registered in the office of the Sub Registrar of Assurance at Ulhasnagar -2 at Serial nos. ULH-2 / 4411 / 2009 the builders herein above mentioned has given an access of road for permanent use admeasuring about 6mtrs x 8.5 mtrs. in aggregate 51 Sq.mtrs for the adjoining property bearing Gutt No 12 from the said property.

AND WHEREAS the said lands is converted to non- agriculture use by the order of the Collector Thane, Vide its office order No. Revenue/Dsk- 1/Te- 14/NAI/SR-60/2008 dated 29/9/2008.

AND WHEREAS with the intention to carry out the scheme of construction the builder/ developer herein obtain the necessary building plans and works commencement certificate approved from the Chief Officer, Kulgaon- Badlapur Municipal Council vide their respective office letters No. K-BNP/BP-/S08-95 dated 09-07-2008 and thereby obtained permission to construct Stilt+ Ground+ Seven Stores buildings consisting of A and B1 Wings and Stilt+ Ground+ Seven Stores buildings consisting of C6 Wing and also obtained revised building plans and works commencement certificate approved from the Chief Officer, Kulgaon- Badlapur Municipal Council vide their respective office letters No. K-BNP/BP-/1212-132 dated 18-08-2010 and thereby obtained permission to construct Stilt+ Ground+ Seven Stores buildings consisting of A , B and C Wings and Ground+ Three Stores buildings consisting of D Wing and also obtained revised building plans and works commencement certificate approved from the Chief Officer, Kulgaon- Badlapur Municipal Council vide their respective office letters No. K-BNP/BP-/2012-13/196-27 Unique Nos. 27 dated 25-04-2012 and thereby obtained permission to construct Stilt+ Seven Stores buildings consisting of Type A , Type B Building Nos.6 and Type C Building 7 (wing C1+2+3+4+5+6+7 wings and Ground+ Three Stores buildings consisting of D Wing and Club House and Ground floor consisting of E wing and also obtained revised building plans and works commencement certificate approved from the Chief Officer, Kulgaon- Badlapur Municipal Council vide their respective office letters No. K-BNP/NRV/BP-/6154/2016-2017 Unique Nos. 57 dated 19-03-2016 and thereby obtained permission to construct Stilt+ Seven Stores buildings consisting of Wing type A , Wing Type B Building nos. B1, B2, B3, B4, B5, B6 and Wing Type C, Building nos. C1, C2, C3, C4, C5, C6, C7 Wings and Ground+ Three Stores buildings consisting of Wing Type D and Club House consisting of E wing.

And Whereas the builders has completed the construction work of building type A Wing A and has obtained completion certificate from the Chief Officer, Kulgaon- Badlapur Municipal Council vide their respective office letters No. K-BNP/BP-/2915 dated 31-03-2011 and has also completed the construction work of

building type C1 and C2 has obtained completion certificate from the Chief Officer, Kulgaon- Badlapur Municipal Council vide their respective office letters No. K-BNP/BP-/1514 dated 17-10-2012 and has also completed the construction work of building type C3 has obtained completion certificate from the Chief Officer, Kulgaon- Badlapur Municipal Council vide their respective office letters No. K-BNP/BP-/2871/2013-14 dated 13-11-2013 and has also completed the construction work of building type B wing B1 has obtained completion certificate from the Chief Officer, Kulgaon- Badlapur Municipal Council vide their respective office letters No. K-BNP/BP-/305 dated 24-2-2014 and has also completed the construction work of building type C wing C4 has obtained completion certificate from the Chief Officer, Kulgaon- Badlapur Municipal Council vide their respective office letters No. K-BNP/BP-/734-2014-15 dated 31-1-2015 and has also completed the construction work of building type B wing B2 has obtained completion certificate from the Chief Officer, Kulgaon- Badlapur Municipal Council vide their respective office letters No. K-BNP/NRV-/7007/2015-2016 dated 4-11-2015 and has also completed the construction work of building type B wing B3 has obtained completion certificate from the Chief Officer, Kulgaon- Badlapur Municipal Council vide their respective office letters No. K-BNP/NRV/2544/2014-2016 dated 30-3-2016

And whereas the developers has registered the project under the provisions of the Real estate (Regulation & Redevelopment) Act 2016 with the Real Estate Regulatory Authority at _____ No _____.

AND WHEREAS in pursuance of the above said deeds, agreement, M.K.Patil Developers , through its Partners decided to develop the above said property more particularly described in the schedule herein under written and to construct thereon buildings in accordance with the requisite permissions and conditions from the local authority at their own cost and expenses and to dispose of the residential flats / units in the building to be constructed on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect

AND WHEREAS in pursuance to the sanctioned plans and permission and subject to the terms, conditions, stipulations and compliances laid down by the said local authority which are to be performed by the builders/ Developers, the builders herein have become entitled to commence work of construction of the said project / buildings as shown on the plan annexed hereto.

AND WHEREAS the Developers / Builders have entered into a standard agreement with its Architect , who is being registered with the council of Architects and such agreement is as per the Agreement prescribed by the council of Architects and the Developers / builders has also appointed Structural Engineer for the preparation of the structural designs and drawings of the building and the Developers / builders have accepted the professional supervision of Architects and the R.C.C. Engineers, till the completion of the building.

AND WHEREAS the Developers has presently constructing on the said land the building consisting of flats in accordance with the aforesaid sanctioned plans, and the developers have the exclusive right to sell the said flats and units of the building under construction to the prospective purchasers.

AND WHEREAS the Developers have offered for sell the various flats and shops and other units in the said proposed building that is now under construction.

AND WHEREAS the purchaser on coming to know that various flats / shops/ garage/ office are offered for sale expressed his/ her desire to purchase and applied to the developers for allotment/ or acquire on ownership basis, one flat, shop, being Flat No. on the floor in wing type building known as In the Clustered Buildings known as **GAURI ESTATE**, being constructed of the said project, which is to have an area of Sq.mtrs. / carpet and all the amenities fittings as mentioned and more particularly described in the Second Schedule (Amenities and Specifications) herein under written .The carpet area as mentioned herein above means the net usable floor area of an apartment , excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the allottee or verandah area and exclusive open terrace area appurtenant to the said apartment for exclusive use of the allottee, but includes the area covered by the internal partition walls of the apartment.

And Whereas on demand from allottee the promoters has given the inspection to the allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the promoters Architect M/s M.K.Patil Developers and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder.

AND WHEREAS relying upon the said application, declaration and agreement the developers have agreed to sell to the flat Purchasers a Flat/ Shop at the Price and on the terms and conditions herein after mentioned.

AND WHEREAS the price / consideration of the said flat/ shop/ office/ garage is agreed to be Rs. Rupees only) excluding the other charges and expenses mentioned in the various other clauses of this Agreement.

AND WHEREAS upon the request of the purchaser the developers have made a full and true disclosure of the nature of the title of the said land on which the proposed building is being constructed and have also inspected the plans and specification of the said proposed building

AND WHEREAS the purchaser has seen the site of the building and the work of the 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 copies of the certificate of title of the said land issued by Shri. V.P.Patil, Advocate of the Developers, the copies of the 7/12 extracts and other relevant documents showing the nature of the title of the said land and the copies of the Plans and Specifications approved by the concerned authority and other relevant documents which are required to be given have been annexed hereto and marked as Annexure 'A', 'B' and 'C' respectively.

AND WHEREAS the purchaser has been informed by the developers, that they have offered to sale all the respective flats and shops in the said building under construction or / to be constructed on the said land to different purchasers and that they have executed Agreement for Sale for some of the flats and with a clear out understanding to the Purchasers thereof that, the purchasers who are taking the said flats ultimately has to join the rest of the purchasers in forming a Co-Operative Housing Society and be a member thereof.

AND WHEREAS, under section 13 of the said act the promoters is required to execute a written agreement for sale of said flat/ apartment with the allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS in accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties the developers agrees to sell to the Purchaser and the Purchaser agrees to purchase / acquire the above mentioned flat/ shop/ garage /covered parking if any (if applicable)

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. The Developers/ builders shall construct the said proposed building according to the plans, designs and specification thereof sanctioned and approved by the concerned authority with such variations and modification as the developers deem necessary and proper and as per the requirements and directions of the local Authority or Body.
2. The Developers/ builders hereby agrees to observe, perform and comply with all the terms, conditions stipulations and restrictions, if any which may have been imposed by the concerned local body or authority at the time of sanctioning the said plan or thereafter and may before handing over the possession of the said flat to the Purchaser obtain necessary certificate of completion or occupation certificate from the local authority or the said concerned body in respect of the said flat.
3. The Developers/ Builders hereby declares that they have utilized the floor space index allowed by the said authority and the developers/ Builders are absolutely entitled to consume the floor space index increased if any at any later stage herein after, till the execution of the conveyance in favour of the society formed by the prospective buyers, purchasers. In such case the purchasers herein will accord their sanction and no objection if the builder / Developers will approve the revised plan and erect / construct and sell the additional FSI as per the provisions of the law.

4. The purchaser hereby agrees to purchase and the Developers / Builders agrees to sell to the purchaser the flat No..... on floor in wing in the type in the building known as in the Clustered Buildings known as **GAURI ESATE** measuring about sq.mtrs carpet + Balcony Area sq.mtrs + Cub Area sq.mtrs approximately as shown in the floor plan annexed hereto in the said new building at and for the lumpsum price /consideration of Rs..... /- (Rs..... only) . The said price is fixed on lump sum basis and has no bearing whatsoever on the actual area of the said premises. It is specifically agreed by the purchaser that in addition to aforesaid consideration lumpsum price the purchaser shall be liable to pay to the builder, on execution of this agreement or as demanded by the builder, the amount as payable as VAT (Value Added Tax) / GST Payable on Sale of this flat / Shop or VAT as applicable from time to time. The purchaser also agrees to pay to the builder in addition to aforesaid consideration lumpsum price that amount of service tax as demanded by the builder, on the sale of this flat /Shop or as applicable from time to time. The said consideration lumpsum price shall be paid by the purchasers to the Builders in the manner as set out in the schedule herein under written.

The purchaser has paid on or before execution of this agreement a sum of Rs..... /-(Rupees..... only) (10 % of the total consideration amount) as advance payment or application fees and hereby agrees to pay to the builders the balance amount of Rs..... /- (Rupees.....) in the following manner.

- a) 10% of the total amount of consideration to be paid on or before the execution of these Agreement.
- b) 15% of the total amount of consideration to be paid on or before the plinth work of the said building.
- c) 5% of the total amount of the consideration to be paid on or before the First slab.
- d) 5% of the total amount of consideration to be paid on or before the Second slab.
- e) 5% of the total amount of consideration to be paid on or before the Third slab.

- f) 5% of the total amount of consideration to be paid on or before the Fourth slab.
- g) 5% of the total amount of consideration to be paid on or before the Fifth slab.
- h) 5% of the total amount of consideration to be paid on or before the Sixth slab.
- i) 5% of the total amount of consideration to be paid on or before the Seven slab.
- j) 5% of the total amount of consideration to be paid on or before the Eight slab.
- k) 5% of the total amount of consideration to be paid on or before the Nine slab.
- l) 5 % of the total amount of the consideration to be paid on or before the work of brick masonry, internal plaster, flooring work is completed.
- m) 5% of the total amount of the consideration to be paid on or before the Sanitary Fittings Lift / Water Pumps and Electrical Fittings work is completed.
- n) 5% of the total amount of the consideration to be paid on the /external plaster/ Lifts work is completed.
- o) 5 % of the total amount of consideration or balance amount of the consideration to be paid to the Developers at the time of the possession of flat is given to the purchaser.

The Total price as above mentioned excludes Taxes (consisting of tax paid or payable by the promoter by way of Value Added Tax / GST, Service Tax and Cess or any other similar taxes which may be levied in connection with the construction of the said project upto the date of the handing over the possession of the said flat / apartment.

The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local 13 Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchasers/ Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchasers/ Allottee, which shall only be applicable on subsequent payments.

5. The Purchaser agrees that he/she shall pay up each and every installment herein before mentioned on time as agreed and shall not commit any default

It is agreed that at each of the prescribed stages of construction as fixed in the clause 4 of the agreement, when any installment becomes due, the purchaser shall make the payment to the Developers at their office within 7 days of receipt of such a written communication from developers. The Purchaser also agrees that his /her failure to pay the agreed installment on demand within the period of 7 days as stipulated herein, then it shall be treated as default on the part of the purchaser.

The purchasers hereby covenant with the builders / developers

1. That in case of default of any amount due and payable under this agreement (including his proportionate share of taxes levied by concern local authority and other outgoing) and or
2. Breach of any of the terms and conditions herein contained the builder/ developers at its own option and without prejudice to the other rights and remedies available require the purchaser to specifically perform this agreement or terminate this agreement.
3. Upon such breach or default or termination of this agreement, the purchaser shall be liable and agrees and undertakes to forthwith pay to the builder all the costs and charges, expenses, losses and or damages in connection with the default on the part of the purchaser, which has been estimated at 10% of the total consideration payable hereunder. (Liquidation damages). Further more the parties hereto confirm and agrees that the liquidation damages is an agreed pre-estimate of the costs, charges, expenses, losses and damages in connection with the default on the part of the purchaser and the purchaser agrees and undertakes not to question or object to the said amount and hereby waives his /her their right to object to the said amount. For avoidance of doubt, the builder shall be entitled to recover, adjust set off the liquidation damages from the amount if any payable by the builder/ developer to the purchaser. Further more it is specifically agreed by the purchaser that in the event of this agreement is terminated, then the purchaser shall cease to have right of any nature whatsoever either against the said flat or against the builder/ developer and the builder / developer shall be entitled to deal with or dispose off the said flat in the manner it deems fit and proper.

Provided always that the option or right of the builder/ Developers to rescinding/ terminate the Agreement shall not be exercised by the Developers unless and until the Purchaser is given a fifteen days prior notice in writing by the developers of their intention to terminate this Agreement mentioning therein specific breach or breaches of the terms and conditions of this contract and default on the part of the Purchaser in payment of the amounts of installments and other outgoings and after giving opportunity to remedy such breach or breaches within a reasonable time of fifteen days from the date of the receipt of the notice by the purchaser. Provided further that upon termination of this agreement as aforesaid the builder/ developer shall refund to the purchaser the sale price or part thereof in respect of the said flat, which may till then have been paid by the purchaser to the builder / developer after deducting there from the liquidation damages within a period of thirty days of termination. The builder / developer shall not be liable to pay to the purchaser any interest on the amount so refunded upon such termination.

6. If the Developers elect not to exercise their option of rescinding the Agreement on account of any default committed by the Purchaser as contemplated by Clause 5 of this agreement, then the Purchaser agrees to pay to the Developers interest @ 10% per annum on all the amounts which becomes due and payable by the Purchaser to the Developers under the terms and conditions of this Agreement from the date of the said amounts become payable.

7. It is agreed that the Developers shall hand over the vacant and peaceful possession of the above said flat to the Purchaser on or before provided the Purchaser has paid to the Developers the entire agreed amount of consideration and has made all the payments of dues and deposits and has performed his/her part of the present Agreement and nothing further remains to be done on his/her part and if the builders fails to give the possession as mention herein above then the builder will pay to the purchasers interest @ 10% per annum from the date of default till the date of the possession.

8. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Apartment on the aforesaid date, if the completion of building in which the Flat/Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

9. The Purchaser shall take the possession of the said flat within 7 days of the Developers giving written notice to the purchaser intimating that the said flat is ready for use and occupation.

10. The Purchaser shall use the said premises for residential purpose only and in any other case in accordance with the use permissible by the concerned authority.

11. The Purchaser shall after a notice in writing is given by the Developers that the said flat is ready for use and occupation, the Purchaser shall pay regularly and punctually, whether demanded or not by the Developers, his /her proportionate share (i.e. proportion to the floor area of the flat) of outgoing such as rates, taxes, cess, dues, duties, maintenance charges, water charges, electricity charges, charges for common lights and repairs, salaries of clerks and sweeper of the proposed Society and all other incidental charges for the maintenance of the said building.

12. It is further agreed that till the purchasers share is so determined, the purchaser shall pay to the builder / developer provisional monthly contribution of Rs/-per sq.Fts carpet area + service tax as applicable on the said amount per month from the date of possession and subject to revision thereafter as per the market conditions towards the outgoing.

13. The Purchaser agrees and assures the Developers that he /she will pay his / her proportionate share of the aforesaid charges and outgoing and the monthly contribution as fixed by the developers, regularly and punctually on or before the 10th day of every calendar month and shall not withhold the same for any reasons whatsoever.

14. The Purchaser shall also deposit such other sums with the Developers as interest free deposit as and when the Developer may call upon. Such deposit will remain with the Developers till the execution of final conveyance in favor of the said society or other corporate body is formed. The said deposit shall be paid over to the purchaser by the developers after deducting there from the actual and law full expenses incurred on such accounts.

15. The Purchaser hereby agrees and assures that he/she shall pay his /her proportionate share by way of premium or otherwise to the Municipal Authorities as betterment charges or development charges or tax or any other taxes or payment of similar nature, which will be levied by the local Authority.
16. The Purchaser hereby agrees and assures that he shall pay his / her proportionate share towards the construction of the Sub station or for installation of electric transformer if the Maharashtra State Electricity board demands so for supplying the necessary Electricity to the proposed building.
17. The Purchaser hereby agrees and assure that he shall also pay his /her proportionate share towards security deposit if demanded by the Water Department, for the connection of water line to the proposed building.
18. The Developers shall utilise the amount collected from the Purchasers only for the purpose for which they are being collected or received.
19. Commencing a week after notice in writing is given by the promoters to the purchaser that the said premises is ready for use and occupation , the purchaser shall be liable to bear and pay the proportionate share of outgoing in respect of the said land from the date of grant of occupation certificate as well as the proportionate share of municipal tax , outgoing in respect of the said land , flat / shop / unit/ and building namely local taxes, betterment taxes or such other levies levied by the local authority and or government , such as water charges , common lights , repairs, and salaries of clerk , bills of collectors , chowkedar sweepers , and all other expenses necessary and incidental to the management and maintenance of the said building . The purchaser shall pay to the promoters such proportionate share of outgoing as may be determined by the promoters. The purchaser further agrees that till the purchasers share is so determined by the promoters , he shall pay to the promoters provisional monthly contribution as fixed by the promoter, before handing over the possession of the flat per month towards the outgoings from the date of notice as aforesaid. The amount so paid by the purchasers to the promoters shall not carry any interest and shall remain with the promoters until a conveyance is executed in favour of the co-operative society

as aforesaid, Subject to the provisions of section 6 of the Maharashtra Co-Operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions therefrom for the actual expenses incurred in various account) shall be paid over by the promoters to the Co-Operative society or as the case may be.

20. It is agreed that the Purchaser along with the other flats owners of the said building shall join in formation and registration of the said Society to be known by such name as the Developers may decide and for this purpose also from time to time sign the necessary papers, documents, applications, Forms, and other things required for the formation / registration of the said Co-operative Society and for becoming the member thereof in due time allotted by the developers. The Purchasers shall not take any objection if any changes are made or any modifications are done by the developers in the bylaws or the Articles as may be required by the Registrar of the Co-operative Society. The Purchaser hereby agrees that he shall become the member of the said Co-operative Society.

21. It is agreed that after the registration of the Co-operative Society as herein above mentioned and after the completion of the construction work of the said building and on receipt of the full and final consideration of all the flats the Developers shall take necessary steps to convey the said building in the favor of the said Co-operative Society.

22. The Purchaser shall not be entitled to claim a partition of his /her share in the said building or in the said property and the same shall always remain undivided and impartibly. The Purchaser further agrees that till the conveyance of the said building is done in favor of the said Co-operative society, the Purchasers are merely license holders of the developers in respect of the said flat.

23. The Purchaser shall observe and perform all the rules and regulations and the byelaws of the said Co-operative Society on registration.

24. The Purchaser hereby agrees with the Developers as follows:-

a) The Purchaser shall after taking the possession of the said flat from the developers maintain the flat at his /her own cost in a good and tenantable repair

condition and shall not do or cause to be done any thing to the said building or the said flat, staircase or any thing which is used in common by the flat purchasers of the said building which are strictly prohibited by the concerned local authorities or the bye-laws of the said society and shall not make any alteration, change or additions in or the said flat or to the building or any part of the said.

b) The Purchaser shall not store in the flats any goods which are of hazardous, combustible or any other thing which are of dangerous nature or the goods which are prohibited from storing and which may damage the construction or the structure of the building in which the flat is so situated and in case of any damage is caused to the building in which the said flat is situated due to the negligence or default in complying the restrictions, then the purchaser shall be liable for the consequence of the same and shall be liable to make the good for the losses which may incurred.

c) The Purchaser shall carry out at his /her own cost all the internal repairs of the said flat and shall be liable to maintain the said flat in the same order and state in which it was being delivered by the developers and shall not amend, demolish or alter any basic structure of the said flat or do or suffer to be done anything which may cause dangerous to the said flat as well as to the said building in which the said flat is situated. And in the event of breach of the said condition the Purchaser shall be personally liable for the same.

d) If the building or any part thereof gets damaged or demolished on account of any act of any natural calamities such as earthquakes, floods or any act of enemy, war or any other reason which is beyond the control of the Developers then such losses incurred to the building shall be born by the Purchasers along with the other purchasers and for that reasons Developers shall not be responsible.

e) The Purchaser further agrees that he /she shall not use or permit others to use the said flat for the purpose other than that for which it is being agreed to be sold or for a purpose which will be immoral and against public policy or for the purpose which is prohibited by the law.

- f) The Purchaser shall take a written consent of the Developers before parting with the possession of the said flat or the interest in the said flat or the benefits of the said Agreement to any other person or persons. The Developers shall provide their consent only after recovering the dues that are payable by the Purchaser to the Developers under this agreement and the purchaser has complied with all the terms and conditions of the said agreement.
- g) The Purchaser shall permit the Developers, their servants, agents, employers or any other person duly authorised, at all reasonable time to enter, inspect, examine and analysis the said land or the condition of the said building or any part thereof, or for the purpose of repairing, maintaining, cleaning, lightning or servicing by giving one days notice to the Purchaser of the said intention.
- h) The Purchaser agrees that the expenses for the formation and registration of Co-Operative Housing Society, such as Registration fees, membership fees and other incidental expenses thereto shall be born by the Purchasers proportionately.
- i) The Purchaser agrees that he shall bear all the expenses such as stamp duty, registration fees, all cost and expenses in connection with the preparation and execution of the Conveyance in respect of the said land and building thereon in favor of the said society, proportion to the respective floor areas of their respective flats with all other flat purchasers in the said building.
- j) In the event of the Corporate Body being formed and registered before the sale and final disposal by the developers of all the flats in the said building the powers and authority of the corporate body as formed or flat purchaser and other flat Purchasers shall be subject to the overall control of the developers in respect of any other matters concerning the said building, the construction and completion thereto and all amenities pertaining to the same. In particular, the developers shall have the absolute right, control and authority regarding to the unsold flat or other units and the disposal thereof.

k) The Developers will also control the management of the building, realisation of the outgoing and the disbursement of the payments to be made till the conveyance and the flat Purchasers along with other flat Purchasers and / or Corporate body will have No - Objection to the same till the Deed of Conveyance of the said land and building is executed in favor of the Corporate Body as contemplated herein.

25. It is also agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective Purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace flat Purchaser. It is also agreed by and between the parties that the Purchaser shall not enclose the said terrace till the permission in writing is obtained from the concerned local authority and the developers or society.

26. It is also agreed by and between the parties that the terrace above the building and open space surrounding the building within the said property shall belong exclusively to the Society when the conveyance is executed in favor of the said Society.

27. All the notices to be served on the Purchasers or developers as contemplated by this agreement shall be deemed to have been duly served if sent by Registered A.D or Under Certificate of Posting to the Purchasers at his /her address as specified/ mentioned above.

28. The flat Purchaser will not be entitled to any rebate and /or concession in the price of his /her flat / shop on account of the construction of additional floors in the said building and /or on account of the construction of any other buildings, structures etc, and /or changes, alternations and additions made in the building. The flat Purchaser shall not claim any deduction in the cost of his/her flat/shop on account of deletion of any item of construction as per his /her requirements in his flat /shop.

29. It is agreed by and between the parties that if any additional amenities are required by the flat Purchaser then in that event the flat Purchaser has to pay in advance the cost of such additional amenities as per the estimation prepared by the developers through his Architects and the decision of the developers in that regard will be final and binding.
30. If the planning authority intend to acquire a part or portion of the said land for the purpose of road widening or for any other purpose and in such event the compound wall of the building is to be demolished, then the developers shall not be liable to construct a new compound wall. The flat purchasers along with the other flat Purchasers in the said building shall be liable for the construction of the compound wall at their own cost and expenses.
31. It is expressly agreed that any delay tolerated or indulgence shown by the Developers in enforcing the terms and conditions of this agreement or any forbearance or giving time to the flat Purchaser by the developers shall not to be constructed as a waiver on the part of the developers or any breach or non-compliance of any of the terms and conditions of this agreement by the flat Purchaser nor shall the same in any manure prejudice the rights of developers.
32. It is expressly agreed that the flat purchasers shall bear the cost of the Registration, Stamp Duty and other expenses, which may arise at the time of the registration of this Agreement.
33. The name of the said project to be constructed on the said property shall be "GAURIESTATE" and shall not be changed without the written consent and permission of the developers.
34. It is expressly agreed by the purchaser that he will pay to the Developers that amount of Sales Tax / Value Added Tax / Service Tax or any other taxes as may be applicable from time to time in respect of his flat as and when demanded by the developers.
37. IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month & year first hereinabove written.

THE SCHEDULE OF THE SAID PROPERTY

ALL THAT PIECE AND PARCEL OF N.A. LAND OR GROUND situated lying & being at Revenue Village Manjarli in Taluka Ambernath, District Thane and within area of Kulgaon Badlapur Municipal Council & within the jurisdiction of Sub-registration Ulhasnagar and Registration Dist. Thane N.A land admeasuring about 13071 Sq. meters situated in gut No. 8 (part) and bounded as under :-

On or about East	:	property of Gut No.11
On or about West	:	property of Gut No.13 & 7
On or about North	:	property of Gut N. 8, Hissa No. 1 and Gut No. 10
On or about South	:	property of Gut No.8, Hissa No. 3 and Gut No.12

SCHEDULE OF COMMON AREAS AND FACILITIES

Proportionate equal right to the immediate area before main door after the landing on the said floor or the said flat (save & except parking space/ garage, still and open Terrace of the building) prorate right alongwith all purchasers of the premises in the said property in limited common areas & facilities i.e. : Staircase & its landing.

SIGNED, SEALED & DELIVERED
by the Withinnamed M/s. M.K PATIL
DEVELOPERS through its partner,
Shri. _____

(Promoters)

SIGNED, SEALED & DELIVERED
by the Withinnamed the
"FLAT PURCHASER"
Shri./Smt. _____

(Purchasers)

In the presence of

1. _____

2. _____

RECEIPT

RECEIVED of and from the within named Flat Purchaser the sum of
Rs. _____/- (Rupees _____ only)
in Cash/ Cheque No. _____ dated _____ drawn on
_____ bank, _____ branch, being the sum
of earnest money to be paid to us as within mentioned hereinabove.

Rs. _____

I say received

For M/s. M.K. Patil Developers

WITNESSES:

1. _____

ANNEXURE 'A'

LIST OF AMENITIES

1. R.C.C. Frame Structure.
2. AAC Blocks walls with sand face plaster will be provided from outside and Putti finished plaster from inside.
3. Joint free vitrified tiles flooring in entire flat.
4. Decorative Laminated all door in each flat.
5. Powder coated aluminium sliding windows with green marble.
6. Good quality concealed electrical wiring & fittings with adequate electrical points in each flats. One exhaust fan in kitchen.
7. Tractor emulsion paint in whole flat.
8. Full height tiles in Bath, W.C., Toilets. Bakelite aluminium door in W.C. & Bathroom. Concealed plumbing with good quality sanitary fittings. R.C.C. loft above toilets.
9. Granite kitchen platform with S.S. Sink. Full ceramics tiles in Kitchen.
10. *Water Supply* : Tap water will be provided in Kitchen, Bath, W.C. and Wash Basin with indirect connection i.e. from overhead water tank.
11. Building will be coloured from outside with acrylic cement paint.