

AGREEMENT FOR SALE

The ARTICLES OF AGREEMENT made and entered into at BHAYANDAR, this ____ day of _____, 201__.

BETWEEN

M/s. R. N. ENTERPRISES, a registered partnership firm, having its office at Shop No.2, Ground Floor, Shubh Labh Plaza, Indralok, Annapurna Estate, Bhayander (E), Thane-401105, hereinafter called as "THE BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm and the partners from time to time of the said firm, the survivor or survivors of them and the heirs, executors and administrators) of the "ONE PART".

Sellers

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Purchaser/s

Mr./Mrs./M/s. _____

an adult Indian Inhabitant, presently residing at _____

Hereinafter called as **"THE PURCHASER/S"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and assigns or partners) of the **"OTHER PART"**;

WHEREAS

- (a) The pieces and parcels of lands property bearing Old Survey No. 223, corresponding New Survey No. 191, Hissa No. 2/B, admeasuring 5.6 Guntha or 560 Sq. Meters, of Revenue Village NAVGHAR, Taluka & District Thane, lying, being and situate at Bhayander (E), Registration sub District at Thane, and as more particularly described in the First Schedule hereunder written, hereinafter referred to as "the said property", which belonged to SHRI NANA HARI PATIL AND OTHERS, hereinafter referred to as "The Owners" who had been seized, possessed and/or well and sufficiently entitled to the said property free from all encumbrances, claims and demands. The names of the Owners above named appeared in the Record of Rights including 7x12 extract maintained by Talathi, Navghar, Taluka & District Thane;
- (b) The said owners, by an Agreement for Development dated 25/01/2007 registered under Doc. No.TNN-4/00858/2007 dated 25/01/2007 agreed to sell, assign and transfer the said property and the development rights in

Sellers

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Purchaser/s

respect of the said property to M/s. GUJARAT ESTATE and entrusted the said property unto them with exclusive rights to commence and carry on the development and constructions of buildings over the said property with absolute right to sell the flats and other units to the prospective buyers under the powers and authorities granted there under and by virtue of the Power of Attorney of the same date registered under Doc. No.TNN-4/00859/2007 dated 25/01/2007 with various powers and authorities interalia to sell the said property and execute conveyance thereof in favour of their nominee/s or any person/s or any party of their choice. The said M/s. GUJARAT ESTATE, had paid the full consideration to SHRI NANA HARI PATIL and OTHERS at the time of execution of the said Agreement.

- (ii) The said M/s. Gujarat Estate after acquiring the said property, in turn, on the basis of said power of attorney by an Agreement for Sale dated 19/12/2010 sold, assigned and transferred the said property to M/s. GUJARAT REALTORS for consideration price and on the terms and conditions mentioned therein.
- (iii) In the manner aforesaid the said M/s. Gujarat Realtors have obtained the full right and absolute authority from the Owners and all such person or persons having rights or claims in any manner in respect of the said property with covenant from them to execute the conveyance of the said Property in favour of the nominee/s of the developers.
- (iv) The said M/s. Gujarat Realtors are entitled to all the benefits in respect of the said Property including the commencement of development. M/s. Gujarat Realtors above named shall execute a conveyance of the said Property in favour of the Co-operative Housing Society formed by the flat purchasers.

- (h) The said M/s. Gujarat Realtors after purchasing and acquiring the said property, have prepared a plan through their Architect for the development of the said property which includes the Road Set Back area in respect of another property bearing Old Survey No.226, New Survey No.29, Hissa No.3, of Village Navghar, Taluka & District Thane, and the said approved area is used for additional construction in the layout which consists of 2 Buildings/Wings namely: Buildings/Wings-A-1, and B-1 and submitted the same to the Mira Bhayander Municipal Corporation for its sanctions and approvals and accordingly Mira Bhayander Municipal Corporation have sanctioned the said plan and thereby granted its permissions, approvals and issued Commencement Certificate for commencement of construction of the building on the said property as per the sanctioned plan.
- (g) The said M/s. Gujarat Realtors after purchasing and acquiring the rights of development, construction and sale of flats in the manners aforesaid and pursuant thereto sanction and approval of plans, lay out, conversion of lands and clearance from the ULC department, the said M/s. Gujarat Realtors, have by an Assignment of Development Right dated 27/09/2014, duly registered under Sr. No. TNN7/7502/2014 and Irrevocable General Power of Attorney of the same date and registered under Sr. No. TNN7/7503/2014, both dated 29/09/2014, agreed to sell and granted development rights in respect of Building/Wing No. A-1 being Ground + 4 Upper Floors as per sanctioned plan on the part of the said property to the Builders i.e. M/s. R. N. ENTERPRISES above named and transferred their rights of development as well as all the sanctions and permissions into and to favour of the Builders above named with exclusive rights to carry out and complete the constructions and sell the flats to any one of them

chose free from all encumbrances of any nature. They have granted the full powers and authorities unto the partners of the Builders with specific terms and covenants to make out and deduce a clear and marketable title, right and liberty to the Builders to sell the flats to prospective buyers and ultimately a covenant for conveyance in favour of the Builders or their nominee/s or co-operative Housing Society formed by the flat purchasers.

- (b) In the manner aforesaid the Builders i.e. M/s. R. N. ENTERPRISES are fully entitled to develop the said property and construct building/s thereon in accordance with the plans sanctioned by the Mira Bhayander Municipal Corporation. The Builders have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building to be constructed on the said property.
- (c) In accordance with the plans sanctioned by the Mira Bhayander Municipal Corporation, the Builders are developing the said property described in the First Schedule hereto and they are constructing thereon the building to be known as "BHARGAV" consisting *inter alia* of Ground plus 4 upper floors.
- (d) The Builders have entered into standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- (e) The Builders have appointed structural Engineers for the preparation of the structural design and drawings of the buildings and the Development shall be carried out under the professional supervision of the Architects and the structural Engineers till the completion of the building.

- (i) The Builders alone have the sole and exclusive rights to sell the premises in the said buildings to be constructed on the said property and to enter into agreement/s with the purchaser/s of premises in the said buildings and to receive the sale price in respect thereof.
- (ii) The Purchaser/s have demanded from the Builders and the Builders have given inspection to the Purchaser/s of all the documents of title relating to the said property, the relevant orders, and the approved plans, designs and specifications prepared by the Builders' Architects and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Builders of Construction, Sale, Management and Transfer) Act, 1964 (hereafter referred as "the said Act") and the rules made thereunder.
- (iii) The Builders have obtained the following sanctions and approvals: (a) Order u/s. 8 (4) of U.L.C. Act issued from the Additional Collector & Competent Authority, Thane. (b) Approval of Building plan. (c) N. A. Order as per the terms of C.C. (d) Building Permission & Commencement Certificate from Mira Bhayander Municipal Corporation. The copies of the above mentioned orders, sanctions and approvals are attached herewith forming the part of Annexure.
- (iv) They have obtained the approval from the concerned local authority for the plans, the specifications, elevations, sections and details of the said Building. While sanctioning the said plans, the concerned Local Authority has laid down certain terms, condition, stipulations and restrictions which are to be observed and performed by the Builders while developing the said lands and the said building and upon due observance and performance the occupation certificate in respect of the said building shall be granted by the Local Authorities.

- (g) The Builders have commenced construction upon the said property as per the plans sanctioned by the Mira Bhayander Municipal Corporation and the Building consisting of Ground plus 4 Upper Floors and the Building is known as "BHARGAV". The Purchaser requested to the Builders for allotment to the Purchaser the FLAT NO. _____ On _____ Floor, in the Building known as "BHARGAV".
- (h) Prior to make request as aforesaid, as required by the provision of Maharashtra Co-operative Societies Act No. XXIV of 1960 and the Urban Land Ceiling and Regulation Act, 1976 the Purchaser has made a declaration to the effect firstly that neither the Purchaser nor the member of his/her family as defined under the Urban Land (Ceiling and Regulations) Acts of 1976, of the Flat Purchaser does not own a tenements, house or buildings within the limits of Mira Bhayander Municipal Corporation.
- (i) Relying upon the said application, declaration and agreement, the Builders have agreed to sell the said FLAT to the Purchaser at the price of Rs. _____/- Rupees _____ Only/ and on the terms and conditions hereinafter appearing.
- (j) Under section 4 of the said Act the Builders are required to execute a written Agreement by adopting prescribed format for Sale of the said Flat to the Purchaser i.e. these presents and shall also register it under the provisions of Indian Registration Act.
- (k) The Builders are entering into similar separate agreements with all other persons, parties and purchasers for the sale of flats in the said building.

**NOW THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED, DECLARED AND RECORDED BY AND
BETWEEN THE PARTIES AS FOLLOWS:**

1. The Builders shall construct the said building called "BHARGAV" on the said property more particularly described in the First Schedule hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority. However, the Builders shall have to obtain consent of the Purchaser in writing in respect of such variations or modifications which may adversely affect the flat of the Purchaser agreed to be sold under these presents. The Builders, subject to the aforesaid right of the Purchaser, have the right to amend and/or modify the said plans for smooth and better development of the said property and construction of the said building without any reference to the Purchaser.

2. The Purchaser agrees to purchase from the Builders and the Builders agree to sell to the Purchaser Flat No. _____ of carpet area admeasuring _____ sq. meters on _____ floor as shown in the Floor Plan thereof hereto annexed and marked as Annexure in the "BHARGAV" Building being Ground plus 4 upper floors alongwith are hereinafter referred to as "the said premises", for the price of Rs. _____/- including the proportionate price of the common areas and facilities appurtenant to the said premises. The said premises agreed to be sold hereunder are more particularly described in the Second Schedule hereunder written. The Purchaser has paid to the Builders a sum of Rs. _____/- (Rupees _____

_____ mly) being part payment towards the sale price (the payment and receipt whereof the Builders hereby admit and acknowledge and shall pay to the Builders

balance amount of purchase price of Rs. _____/-

(Rupees _____ Only)

in the following manner:

1. Rs. _____/- Completion of piling work
2. Rs. _____/- plinth
3. Rs. _____/- Completion of 1st Slab.
4. Rs. _____/- Completion of 2nd Slab.
5. Rs. _____/- Completion of 3rd Slab.
6. Rs. _____/- Completion of 4th Slab.
7. Rs. _____/- Completion of 5th Slab.
8. Rs. _____/- Completion of brick work.
9. Rs. _____/- Completion of flooring.
10. Rs. _____/- Plaster work.
11. Rs. _____/- Painting.
12. Rs. _____/- On possession.
- Rs. _____/- TOTAL

3. The Purchaser agrees to pay to the Builders the aforesaid installments within 15 days from the date of demand by the Builders. Beyond 15 days, the Purchaser shall pay to the Builders an interest @ 21% per annum on the amounts due and falling in arrears. However, the Purchaser agrees that the demanded installment shall not be delayed for more than 30 days from its due date and if thereafter still the installment is not paid, in that event the Builders shall have the absolute right to rescind and terminate this agreement.

4. On the Purchaser committing default in payment on the due date of any installment due and payable by the Purchaser.

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Purchaser/s

to the Builders under this Agreement or the Purchaser committing breach of any of the terms herein contained, the Builders shall be at liberty to terminate this agreement by giving 15 days prior notice in writing. On termination of this agreement, the Builders shall refund to the purchaser the installments paid towards the consideration within six months from the date of termination subject to the deductions of 20% from the amount paid to the Builders as deductions. However, the Builders shall not be liable to pay any interest on the amount so refunded. Further, the Builders shall not be liable to reimburse to the Purchaser any Government Charges such as stamp duty, service tax, VAT, registration charges etc. Upon the termination of this agreement, under this clause, the Builders shall be at liberty to sell the said flat to any other person of their choice and at such price as the Builders may deem fit and the purchaser shall not have any objection for the same.

5. The Builders hereby agree to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the same.

6. The fixtures, fittings and amenities to be provided by the Builders in the said building and the premises are those that are set out in the Third Schedule hereunder written.

7. The Builders hereby declare that the Floor Space Index available in respect of the said property is consumed here only and that no part of the said floor space index has been utilized by the Builders elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Builders elsewhere, then the Builders shall furnish to the Purchaser all

the detailed particulars in respect of such utilization of said floor space index by them. In case while developing the said property the Builders have utilized any floor space index of any other land or property by way of T.D.R. floating floor space index, then the particulars of such floor space index shall be disclosed by the Builders to the Purchaser. The residual F.A.R. (F.S.I.) in the property or the layout not consumed will be available to the Builders till the conveyance of the said property is executed in favour of the society.

8. The Builders will give possession of the said flat to the Purchaser on or before _____ provided that the Builders shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date. If the completion of building in which the flat is to be situated is delayed on account of reasons beyond the control of the Builders as provided under Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date/s for the following reasons:

- (a) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of property or
- (b) Any notice, order, rules, notification of the Government and/or other public or competent authority; or
- (c) Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- (d) delay in grant of any NOC/permission/ licence/ connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion/occupation certificate from appropriate authority; or

(e) Delay or default in payment of dues by the purchaser under these presents (without prejudice to the right of the Builders to terminate this agreement under clause 4 mentioned hereinabove).

(f) In that event, the period of possession will automatically stand extended till the O.C./B.C.C. is obtained by the Builders and/or issued by the Local Authority or Municipal Corporation.

(g) Any reasonable cause whereby the Builders may be justly prevented.

9. If the Builders fail or neglect to give possession of the said premises to the Purchaser by the prescribed date alongwith extensions for the aforesaid reasons and after exhausting all reasonable opportunities of extensions or of his agents as per the provisions of section 8 of Maharashtra Ownership Flats Act, then the Builders shall be liable on demand to refund to the Purchaser the amounts already received by the Builders in respect of the Flat with simple interest at 9% per annum from the date the Builders received the sum till the date the amounts and interest thereon is repaid.

10. The purchasers agree and declare that in the event of mortgage of the said flat with the Bank or any financial institution by the Purchasers, the lien note or any kind of letter issued by the Builders in favour of Banker's or any financial institution shall not be binding upon Builders until the full and final consideration amount of the said flat is paid to the Builders.

11. The Purchaser shall take possession of the premises upon the said property being ready for use and occupation against payment of the balance consideration amount and other amounts payable under this agreement within 8 days of the Builders giving written notice to the Purchaser intimating that the said premises is ready for use and occupation.

12. If within a reasonable period from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Builders any defect in the said premises or the building in which the said premises are situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes shall be rectified by the Builders at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Builders reasonable compensation for such defect or change.

13. The Purchaser shall use the premises or any part thereof or permit the same to be used for the purpose of residence or any other lawful purpose and shall use the parking space (if any) allotted to him only for the purpose of keeping or parking the Purchaser's own vehicle and not for any other purpose.

14. The Purchaser along with other purchasers of premises in the building shall join in forming and registering a cooperative housing society by the Builders to be known by such name as the Builders may decide and which will be approved by the Registrar of Co-operative Societies and for this purpose also from time to time sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the society and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill in, sign and return them to the Builders within seven days of the same being forwarded by the Builders to the Purchaser, so as to enable the Builders to register the organization of the Purchasers, under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Rules 1964. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye-laws as may be required by the Registrar of Co-operative societies or any other competent authority.

15. The Purchaser agrees that the Society formed by the Flats purchasers shall not be entitled to charge and recover the maintenance charges and other such dues from the Builders for unsold Flats in the said Building and Society.

16. After completion of the said building on the said property and after the Builders have received the purchase price of all the premises and all other amounts payable by the purchaser thereof under the respective agreements, the Builders shall unless it is otherwise agreed to by and between the parties hereto, within 4 months of the registration of the Society as aforesaid cause to be transferred to the Society all the rights, title and interest of the Builders in the said property together with the building thereon by obtaining/or executing the necessary Deed of Conveyance of the said property (or to the extent as may be permitted by the authorities) in favour of the said society and such Deed of Conveyance shall be in accordance with the terms and provisions of the present agreement and the Builders shall be entitled to postpone the execution of conveyance in the event of any balance FSI is pending for development of the amalgamated property.

17. The Purchaser further agrees and accepts that from the date of the said premises being ready for possession, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the accommodation) of all outgoings in respect of the said property and buildings viz. Local taxes, betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities.

18. The purchaser hereby agrees that in the event of any amount interalia by way of premium, deposit, taxes, service tax, cess, levy, rates, revenues, development charges/cost and/or other amounts (by whatever name called) are to be paid to

the municipal corporation, the collector, Reliance Energy or any other public body, authority or officer or to the central or state government or their respective constitutes or subordinates interalia towards or an account of betterment charges, development charges/obst. cesses, assessments, rates, revenues or otherwise or on account of increase in any of them or any other payment of any nature whatsoever levied or imposed, then the same shall also be paid or reimbursed by the purchaser along with other purchasers of various premises to the Builders on their demand and the determination by the Builders of such proportionate amounts payable by the purchasers shall be binding and conclusive so far as the purchaser herein and other purchasers are concerned before determining the actual proportionate amount payable by the purchaser herein or by each of the purchasers to the Builders, the purchasers shall on demand pay to the Builders such sums on account in that behalf as the Builders may specify and demand subject to final account and adjustments in that behalf. The purchaser agrees to bear and pay all the liabilities in respect of the said flat like Sales Tax, Value Added Tax, Service Tax or any other taxes levied by the Government or any other authorities now or in future, which will be in addition to the purchase price of the flat and the amount of other charges as mentioned above in appropriate clauses.

19. Commencing a week after notice in writing is given by the Builders to the Purchaser that the premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society

is turned and the said land and building/s transferred to it, the Purchaser shall pay to the Builders such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Flat Purchaser's share is so determined the Purchaser shall pay to the Builders provisional 12 month's aggregate contributions of Rs. _____ towards the said outgoings. The amounts so paid by the Purchaser to the Builders shall not carry any interest and remain with the Builders until a conveyance is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Builders to the Society. Unless the Purchaser has deposited with the Builders an amount of Rs. _____ / (Rupees _____

only) by way of provisional deposit, for the initial period from the date of the said premises being ready for possession, towards the aforesaid outgoings, the Builders shall not be bound to hand over the possession of the said premises to the Purchaser. It is clearly understood that the aforesaid initial deposit does not include the dues for the electricity bills for the purchaser's premises. The Purchaser shall be liable to pay electricity bill of individual meters separately. It is understood that the Builders shall themselves look after the maintenance of the said property and building/s thereof initially for 12 months from the date of completion of the building/s and apply the said deposit towards expenses on this account. If it is found by the Builders that the said deposit is not adequate or it is likely to be finished very soon, the Builders shall have the right to demand the payment of additional deposit from the purchaser, and the purchaser hereby agrees to meet such requisition immediately without protest. However, as soon as possible the Builders shall form the society of the Purchasers to which the account of expenses so incurred in this deed shall

be handed over, together with surplus, if any. The said society thereafter shall be responsible for looking after the said property and operate the bank account till the formation of a registered co-operative society. Thereafter, it is for the selected body of managing committee of the society to decide about the quantum of monthly contributions towards maintenance charges etc.

20. The Purchaser shall on or before delivery of possession of the said premises pay a sum of Rs. _____/- (Rupees

_____ Only)
for the purpose and as by way of legal charges, for share money, application/entrance fees of society, for formation of society, for proportionate share of other charges.

21. The Builders shall utilize the said amount mentioned in Clauses hereinabove paid by the Purchaser to the Builders for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Builders in connection with formation of the said Society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance.

22. The Builders shall maintain a separate account in respect of sums received by the Builders from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

23. The Purchaser himself with intention to bind himself and all persons into whomsoever hands the said premises come and his/her/their successors-in-title doth hereby covenant with Builders as follows:--

(a) To maintain the said premises at purchaser's cost in good and tenantable repair and condition from the date of possession of the said premises being taken by him and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said premises are situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said premises are situated.

(b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said premises are situate including entrances of the building and in case of any damage caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever.

(c) To carry out at his/her/their own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Builders to the Purchaser and in tenantable repair and shall not do or allow or suffer to be done anything in the said premises or to the building in which the said premises are situate, or carry out the repairs and changes in the said premises which may be

forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the premises above or below the said premises. In the event of the purchaser committing any act in contravention of the above provisions the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or 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 alteration of whatever nature in or to the premises or any part thereof nor any alteration in the elevation, and outside colour scheme of building in which the said premises are situated and shall keep the premises, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the premises are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC parda or other structural members in the premises without prior written permission of the Builders and/or society or the limited company or the local authority as the case may be.

(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 any portion of the said property and the building in which the said premises are situate.

(f) Pay to the Builders within 7 days of demand by the Builders, his share of Security Deposit demanded by the concerned local authorities or Government for going water, electricity or any other service connection to the building in which the said premises are situate.

(g) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned Local authority, and/or Government and/or other public Authorities on account of change of user of the said premises by the Purchaser or otherwise.

(h) The Purchaser shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit factor of this Agreement or of the said premises or part with possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Builders under this Agreement are fully paid up and only if the purchaser has not been guilty of breach or non observance of any of the terms and conditions of this agreement and until the Purchaser has obtained specific permission in writing of the Builders for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Builders and not otherwise.

(i) The Purchaser hereby undertakes that Purchaser will not carry on any illegal business/profession in the flat agreed to be purchased and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on any such business/profession which may illegal/antisocial/anti-national etc., which may tarnish the reputation of the Builders and cause nuisance to neighboring flat holders. It is understood that in the event of the Purchaser carrying on any such illegal business/es in the said flat whether directly or indirectly through his/her/their agent or tenant, the Builders shall be entitled to cancel this agreement in the interest of public, peace and tranquility and have the Purchaser evicted from the flat.

(j) Till the deed of conveyance of the said property alongwith building in which the said premises are situated is executed, the Purchaser shall permit the Builders and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the said land and building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.

(k) The Purchaser shall observe and perform all the rules and regulations which the society/limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said property and building or any part thereof. The Purchaser shall have no claim save & except in respect of the particular premises. The remaining portion of property, other unsold flats spaces, common areas, etc. shall be the property of the Builders until the whole of the said property and or any part thereof with building constructed thereon is transferred to the Co-operative society as mentioned herein.

25. Any delay tolerated or indulgence shown by the Builders in enforcing the terms of the agreement or any forbearance or giving of time to the Purchaser by the Builders shall not be construed as a waiver or acquiescence on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser and shall not in any manner prejudice the rights of the Builders.

26. The Purchaser and/or the Builders shall present this agreement at proper registration office for registration within 4 months from the date of executing of this agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof.

27. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by the pre-paid post under certificate at his/her/their addresses specified against their names above.

28. All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this agreement and service tax (if applicable) shall be borne and paid by the Purchaser. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Purchaser.

29. The Purchaser hereby declares that he has gone through the Agreement and all the documents related to the said property and the premises purchased by the Purchaser and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this agreement.

30. The Purchaser agrees and accepts that if the carpet area of the premises is found to be nominally less for technical

reasons the Purchaser shall not complain or demand any compensation for such reduced area.

31. This agreement shall always be subject to the provisions of Maharashtra Ownership Flat Act (Mah. Act No. XV of 1971) and the rules made there under.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces or parcels of lands bearing Old Survey No. 223, corresponding New Survey No. 191, Hissa No. 27B, admeasuring 5.6 Guntha or 560 Sq. Meters, of Village NAVGHAR, Taluka & Dist. Thane lying, being and situate at Mira Road (E), within the limits of Mira Bhayander Municipal Corporation, Registration sub District at Thane.

THE SECOND SCHEDULE ABOVE REFERRED TO:

A FLAT No. _____ admeasuring _____ sq. mts carpet on the _____ floor in the building known as "BHARGAV" in the Residential Complex Indralok Phase-III to be constructed in the layout of the properties described in the first schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO:

LIST OF AMENITIES:

1. 2' X 2' Vitrified Flooring.
2. Granite Kitchen Platform with Stainless Sink.
3. Full dado upto window level in kitchen.
4. Powder Coated Alu. Sliding Windows.
5. Provision for Aquaguard Point.
6. Concealed Copper Wiring.
7. Concealed Plumbing.
8. Standard C.P. Fittings.
9. Standard Sanitaryware.
10. Plastic Distemper Finish Paint for Internal Walls.
11. Stone Finish Frame for French Windows.
12. Pop False Ceiling in Living Room.
13. Decorative Main Door.
14. Telephone Point in Living room.
15. T.V. Cable Point in Living & Bed Room.
16. Decorative Entrance Lobby.