AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this ____ Day of _____, at Mumbra, Dist. Thane **BETWEEN M/S QUALITY CONSTRUCTION COMPANY, a** Partnership firm, through its partners **(1) MR. NIYAMAT ALI MOHD. NAZIR SHAIKH (2) MR. SHAIKH NAEEM ALTAF,** as its Partners, having their office at C/203, Kausar Baug, Darul Aman Co-Op Hsg Society Ltd, Amrut Nagar, Mumbra, Dist Thane - 400612, hereinafter referred to as the **"PROMOTERS / DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her / their heirs, executers, administrators and assigns) **OF ONE PART.**

AND

_____

aged about _____ years, an Indian Inhabitant residing at _____

_____

_____

hereinafter called **"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, executers, administrators and assigns) of the **OTHER PART.**

WHEREAS the Promoters / Developers has by virtue of a sale deed dated 19/07/2007, executed between KALLAN BHULAI CHOUDHARY & others, purchased the said plots of land bearing Survey no. 190, Hissa no.1/B and Survey no.201, Hissa no.6/B, admeasuring 3900 Sq. Mt. or thereabout situated and lying at Village Shil, Tal. & Dist Thane. The said sale deed is registered at serial No.3916/2007, on dated 19/07/2007, before Sub-Registrar, Thane within the limits of Thane Municipal Corporation and Registration and Sub-Registration District of Thane.

AND WHEREAS, the Promoters / Developers being absolute owner, having right to develop their property i.e. to develop all the said non agricultural plots of land bearing Survey No. 190, Hissa No. 1/B, And Survey No. 201, Hissa No. 6/B, admeasuring 3900 Sq. Mt. or thereabout. Laying, being and situated at Village Shil, Taluka & District Thane.

AND WHEREAS, the mutation entries are in the name of the Promoters / Developers. The Promoters / Developers has applied for sanctioning of plan vide application **No.8854 Dated 22/03/2012,** in

sector 11, Village Shil, Mumbai-Pune Road, Survey No. 190/1B, 201/6B in the name of original owners of a multi storied buildings to be sold on ownership basis. The said lan is sanctioned. The said plan is sanctioned vide Permit Letter **No. V.P. No. S11/0013/09** and Commencement Certificate **No. TMC/TDD/0605/12. Dated 24 /05/ 2012. & TMC/TDD/1002/13. Dated 14/11/2013.**

AND WHEREAS, the approved project will be developed by the Promoters/Developers independently and will be known as **"QUALITY HEIGHTS".** Such construction shall be in conformity with the approved plans.

AND WHEREAS, the Promoters/Developers 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.

AND WHEREAS, the Promoters/Developers have appointed structural engineers for the preparation of structural design and drawings of the buildings and the development shall be under the professional supervision of the Architects and structural Engineers till the completion of the building/s.

AND WHERAS, the said plots of land is allowed by Order **No. Mehsul/K-1/TE-1/NAP/SR-71/2010. Dated 16 / 08 / 2012.** for non agricultural use.

AND WHEREAS, the Purchaser/s has taken inspection of the original plans sanctioned in respect of the buildings as mentioned aforesaid, the original, Commencement Certificate issued by the **THANE MUNICIPAL CORPORATION** and also title Certificate of the Said Plot of Land issued by the Advocate Mr. ZUBAIR KHAN, more particularly described in the Schedule written hereunder and other

documents hereinabove recited and has agreed to purchase the Flat with full notice and knowledge of the terms and conditions and covenants therein contained.

AND WHEREAS, the Promoters/Developers are entering into similar separate Agreements with the several other persons and parties for the Sale of Flats/Shops etc. In the said buildings.

AND WHEREAS, the Promoters / Developers are desirous of selling the Flats/Shops of the said Building known **as** "QUALITY HEIGHTS" on what is known as **OWNERSHIP BASIS** with a view ultimately that Purchaser/s of all the Flat in the building should form themselves into a Co-operative Housing Society, and / or join in executing the necessary Deed of Conveyance in favour of the said Plot of Land described in the Schedule hereinafter written together with the building and structure constructed thereon.

AND WHEREAS, the Promoters / Developers have agreed to sell the Flat and the Purchaser/s has agreed to Purchase from the Promoters / Developers the **Flat No. _____, on ____ Floor, _____- Wing** of the Building Named **QUALITY HEIGHTS** admeasuring carpet area **____ Sq. Mtrs**, with full notice of the terms, conditions and provisions contained in the documents referred to hereinabove and subject to the terms and conditions hereinafter contained.

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

1. The Purchaser/s has agreed to Purchase the said **Flat No. _____** on **____ Floor** of **___- Wing carpet area admeasuring ____ sq. mt.** of Building Named. **QUALITY HEIGHTS,** standing on the land bearing Survey No. 190, Hissa No. 1/B, & Survey No. 201, Hissa No. 6/B, total admeasuring area 3900 Sq. Mt. or thereabout. Laying, being and situated at Village Shil, Taluka and District Thane within the limits of Thane Municipal Corporation, Registration and Sub-Registration District Thane and more particularly described in the Scheduled herein below appearing on **OWNERSHIP BASIS** for a total consideration of Rs.**_____(Rupees_____ _____).**

The Promoters / Developers has agreed to sell the said Flat to the Purchaser/s and the Purchaser/s is ready to purchase the same by making the said payment in different installments by the execution of this Agreement in the following manner:

MODE OF PAYMENT:-

(a) Rs._____. (Rupees _____ only) as earnest money on or before execution of these presents.

(i) **(b)** By making the following Part Payments towards the balance of the purchase price which part payment shall be made in the manner and by the installments specified below:-

(ii) Rs._____ on completion of plinth.
(iii) Rs._____ on completion of 1st slab.
(iv) Rs._____ on completion of 2nd slab.
(v) Rs._____ on completion of 3rd slab.
(vi) Rs._____ on completion of 4th slab.
(vii) Rs._____ on completion of 5th slab.
(viii) Rs._____ on completion of 6th slab.

(ix) Rs._____ on completion of 7th slab.

(x) Rs._____ on completion of 8th slab.

(xi) Rs._____ on completion of 9th slab.

(xii) Rs._____ on completion of 10th slab.

(xiii) Rs._____ on completion of 11th slab.

(xiv) Rs._____ on completion of 12th slab.

(xv) Rs._____ on completion of 13th slab.

(xvi) Rs._____ on completion of 14th slab.

(xvii) Rs._____ on completion of 15th slab.

(xviii) Rs._____ on completion of 16th slab.

(xix) Rs._____ on Completion of Brick masonry work.

(xx) Rs._____on completion Plaster (Internal & External).

(xxi) Rs._____ on completion Flooring, sanitary fittings.

(xxii) Rs._____ Remaining at the time Possession.

2. If the Purchaser/s commit default in payment of the installments aforesaid on the respective due dates **(time being the essence of this Agreement)** and/or in observing and performing any of the terms and conditions of this Agreement, the Promoters / Developers shall be at liberty to terminate this Agreement in which event the earnest money paid by the Purchaser/s to the Promoters / Developers as aforesaid shall stand forfeited. The Promoters / Developers shall be, however on such termination refund to the Purchaser/s the installments of part payment, if any, till then been paid by the Purchaser/s to the Promoters / Developers, but without any further amount by way of interest or otherwise. The Promoters / Developers, terminating this Agreement shall be at liberty to sell the said Premises to any other Party and the Purchaser/s shall not be entitled to question such sale or to claim any amount damages / compensation from the Promoters / Developers.

3. The Promoters / Developers shall give possession of the said Premises to the Purchaser/s after the said Building is ready for use and occupation provided all the amounts due by the Purchaser/s under this Agreement are paid to the Promoters / Developers, the Purchaser/s shall take possession of the said Premises within 7 days of the Promoters / Developers giving written notice to the Purchaser/s intimating that the said Premises are ready for the use and occupation.

4. The Promoter/Developer will give possession of the said Flat to the Purchaser on or before_____. The Promoters / Developers shall not incur any liability if they are unable to deliver possession of the said Premises by the date aforesaid if completion of the building is delayed due to :-

a) Reasons beyond the control of the Promoters as provided under Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date/s or
b) Non-availability of steel and/or cement or any such building material or by reason of war, labour trouble, civil commotion or any act of God or any prohibitory order of any court against development of property or
c) Any notice, order, rules, notification of the Government and/or other public or competent authority; or
d) Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
e) Delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority; or

f) Delay or default in payment of dues by the purchaser under these presents.

In that event the period of possession will automatically stand extended.

5. The Promoters / Developers shall be entitled to reasonable extension of time for delivery of possession of the said Premises, the buyer shall not be entitled to claim any compensation of whatsoever nature on account of delay or default in giving possession. Nothing contained in these presents, shall be construed as a grant in law of the said land hereditaments and premises or any part thereof or the building therein such grant to take place only upon the transfer by the formal conveyance and assignment of the said plots and buildings to a Co - Operative Housing Society or Condominium of Purchaser/s or Incorporated Body that may be formed comprising of all the Flat Purchaser/s. Such Conveyance shall be executed only when Promoters / Developers has sold all premises in their Buildings of the project.

6. The Purchaser/s shall have no any right claim, save and except in respect of Flat hereby agreed to be acquired i.e. all open space, places, lobbies, staircases, lifts, terraces, etc. will remain in the property of Promoters / Developers until the whole property is transferred.

7. The Promoters / Developer has right to raise stories or alteration or put up additional structures on Building as may be permitted by the Thane Municipal Corporation and other competent Authorities by way of T.D.R. etc, until the whole property is transferred to the society, etc. as hereinabove provided. Till such time, the additional structure will be sole property of the Promoters / Developers who

will be entitled to dispose it of in any manner they choose and Purchaser/s hereby consent to the same.

8. The permission for construction excess flats, shops or stores is obtained by the Promoters / Developers before the completion of the project, the Promoters / Developers will have the full right and absolute authority to sell/dispose off in any manner as sellers deemed fit to such party on such terms and conditions as deemed fit by the Promoters / Developers.

9. Upon possession of the said premises being delivered to the Purchaser/s. The Purchaser/s shall be entitled to use and occupy the said Premises. Upon the Purchaser/s, taking possession of the said premises he shall have no claim against the Promoters / Developers in respect of any items of work in the said Premises which may be allowed not to have been carried out or completed as per the specifications mentioned in the schedule hereto. It is also agreed between them that the Purchaser/s desires to fix Iron Grill he will fix only the grill of design which is approved by the Promoters / Developers at Purchaser's own cost, to maintain decorum of the Complex.

10. Nothing contained in this present shall be construed to confer upon the Purchaser/s any rights, title or interest of any kind whatsoever into or over the said land or building or any part thereof, such confirmation to take place only upon the execution of the conveyance by the Promoters / Developers to a Co-operative Housing Society or any incorporated body to be formed the Purchaser/s of the various premises in the said Building (hereinafter called "The Said Society") of until the Purchaser/s is admitted as the member of the said Society, is hereinafter stated. After the Society is formed and the Promoters / Developers have to sell their balance flat/shops hall/ etc the Society

will not ask for the transfer charges from the in coming new Purchaser/s to be admitted as member of the Society.

11. The Purchaser/s shall not use the said Premises for any purpose other than as residence 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. The Purchaser/s will not be allowed to any immoral or illegal activities in the complex. The Purchaser/s have to take N.O.C. from the Promoters / Developer for any legal activities to be started in the complex or for keeping any other person on leave and license basis. After Society is formed the member will take N.O.C. for any legal activities from the concern Society.

12. The Purchaser/s shall maintain the front elevation and the said rear elevation of the said building in the same form and condition as the Promoters / Developers have constructed them and shall not alter at any time after the said elevation in any manner whatsoever without the prior consent in writing from the Promoters / Developers.

13. The fixtures, fittings and amenities to be provided in the said Building and in the said premises and the materials used in the construction of the said Building and the specifications of the said Building are those as act out in schedule written and Purchaser/s has satisfied himself/ herself about the design of the said building and also about the specifications and amenities to be provided therein.

14. The Purchaser/s shall from the date of possession maintain the said premises at his/her own costs in good and tenantable condition and anything or to the said building or the said premises, stair-case and common passages or the compound which may be against the rule or by-laws, of the Thane Municipal Corporation and/or any other

Government Authority nor shall the Purchaser/s make any structural changes, alterations of additions in or to the said premises or to the said building or any part thereof. The Purchaser/s shall be responsible for any breach of these conditions.

15. As soon as the building is notified by the Promoters / Developers as completed each of the Purchaser/s shall pay the respective arrears of price payable by him within 7 days of such notice served individually and/or put up some prominent place in the said Building. If any of the Purchaser/s fails to pay the said arrears of amount as aforesaid the Promoters / Developers shall be entitled to forfeit the amounts previously paid by such defaulting Purchaser/s and all the rights and benefits under this Agreement.

16. The Promoters / Developers shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement have first lien and charges of the said premises agreed to be acquired by the Purchaser/s.

17. Commencing a week after notice is given by the Promoters to the Flat Purchaser/s that the said Flat is ready for the use and occupation, the Purchaser/s shall be liable to bear and pay all taxes and charges for electricity and other services and the monthly outgoings payable in respect of the said Flat namely local taxes, betterment charges or such other charges/levies by the concerned local authority, the Corporation and or Government, water charges, insurances, common lights, repairs and salaries of clerks, bill collectors, watchman's, sweepers and all other expenses necessary and incidental to the management of and maintenance of the said plot and building/s.

18. If there is any increase in F.S.I. or any other benefits, then such increase in F.S.I. or other benefits shall go to the Promoters. The

Purchaser/s / member/s of the Co-operative Society, Limited Company or legal body shall not raise any objections to the Promoters utilizing such increased F.S.I. and/or using/appropriating such benefits.

19. The Purchaser hereby agrees to pay to the Promoters amounts on the following account as and when demanded.

a) Water Resource Development charges
b) Land & Building Development charges
c) Permanent Power/Electric connection
d) Permanent Water connection
e) Share Application Money
f) Local Property Tax on land or land along with the Building as per the prevailing rules.
g) Society formation charges.

20. The Purchaser/s hereby agrees and undertakes to pay deposits for the due performance of this agreement if demanded. Further agree to deposit the required sum towards share money, entrance fee and legal fee and further the Purchaser/s along with other Purchaser/s shall pay the amounts to be paid to the Promoters / Developers in respect of deposits made by the Promoters / Developers for water connection of the Building to Municipal Corporation of Thane, and also deposit paid to M.S.E.B. for Electric meter for lighting and for Power, S.L.C., meter deposit, Legal Charges and out goings and the Flat Purchaser/s shall pay adequate amount being electricity, water connection and Society Registration charges and adequate amount Deposit for being Municipal Taxes, maintenance etc.

21. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of

the Co-operative Society or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

22. All deposits and amount taken as mentioned above deducting there from the payment made to the Municipal Corporation, Thane, and M.S.E.D.C.L and all arrears of taxes and expenses mentioned in Schedule and expenses incurred in the formation of the Co-operative Housing Society or Limited Company or Association as the case may be i.e. the stamp duty, registration charges and legal expenses etc. shall not carry interest shall be transferred to the said Society in the account of the Purchaser/s when the said Society informed and the property is finally transferred in the name of the Society. If however, the said society is not formed the said amounts will be transferred in the name of the Purchaser/s in the account of the Promoters / Developers.

23. Notwithstanding anything contained in this Agreement the Purchaser/s hereby agree to contribute and pay his proportionate share towards costs, charges, expenses, insurance, premium, municipal Taxes, water taxes, water charges, outgoings, maintenance charges, electricity charges in respect of the matter specified. The share/s of each Purchaser/s in the above expenses is to be determined by the Owner in respect to the area of such premises. The Purchaser/s shall not be entitled to ask for the adjustment of the deposit in payment of taxes and outgoings.

24. The Promoters shall open new Maintenance account & keep the amount deposited in that account & will incur expenses of maintenance of the building from that account. The Promoters will transfer balance amount if any from that account after meeting the

expenses, to the account of the Cooperative Society, Limited Company or legal body.

25. The Promoter/Developer shall not be liable for any loss caused by fire, riot, strikes, earthquakes or due to any other cause whatsoever after handing over possession of the premises to the purchaser/s.

26. The Purchaser/s hereby agrees and undertakes to be a member of Co-Operative Housing Society or Limited Company or Association to be formed the manner hereinafter appearing and also from time to time sign and execute the application for registration and other papers and documents necessary for the formation and registration of the said society including the bye-laws of the proposed society.

27. The Purchaser/s hereby agree that in the event of any amount being payable by the Promoters / Developers to the Municipal Corporation to the Government for betterment charges and/or for development taxes or any taxes of payment of a similar nature, the same shall be reimbursed by the Purchaser/s to the Promoters / Developers in proportion to the area of the premises agreed to be purchased by the Purchaser/s and in the determine such amount the decision of the Promoters / Developers shall be conclusive and binding upon the Purchaser/s.

28. The Purchaser/s hereby covenant to keep the said Premises walls and partition walls, sewers, drain pipes and appurtenance thereto belonging in good and tenantable condition and repairs and in particularly so as to support shelter and protect the part of the said building other than his premises and also agreed that in case the Purchaser/s will not keep flower pots in any way making nuisance to any other occupant of the building.

29. The Purchaser/s shall not sell, transfer, convey, mortgage, charges or in any way encumbrances or deal with or dispose off his premises, nor assign, underlet or part with his interest under the benefit of this Agreement or any part thereof until all his dues of whatsoever or any part payable to the Promoters / Developers under this Agreement are fully paid and only if the Purchaser/s has not been guilty of any breach of non-compliance or non-observance of any of the terms and conditions of this Agreement until he obtains previous consent in writing of the Promoters / Developers.

30. The Purchaser/s and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters / Developers and/or the said Society may require for safe guarding the interest of the Promoters / Developers and/or of the Purchaser/s in the said Building.

31. So long as each Purchaser/s in the said building shall not be separately assessed, the Purchaser/s shall pay such proportionate part of the assessment in respect of the entire building as may be provisionally determined by the Promoters or the Co-operative Society or the Limited Company or the legal body as the case may be, whose decision shall be final and binding upon the Purchaser/s.

32. The Purchaser/s shall not at any time demolish or cause to be demolished the Flat or any part thereof agreed to be purchased by him/her/them nor shall he/she/they at any time make or cause to be made any additions or alterations of whatsoever nature to the said Flat or any part thereof. The Purchaser/s shall not close or permit the closing of verandah or lounges or balconies or terraces or make any alterations in the elevation and outside colour scheme of the Flat to be acquired by him/her/them.

33. Solid Waste Management:

The Purchaser shall observe scrupulously the following conditions in order to ensure the directives and recommendations of the Hon'ble Supreme Court regarding solid waste management.

a) The Purchaser shall keep two streams of waste, one for food waste and biodegradable waste and another for recyclable waste such as papers, plastic, metal, glass, tags etc.

b) The Purchaser shall ensure that no domestic/institutional waste shall be thrown on the streets, footpaths, open spaces, drains or water bodies.

c) The Purchaser shall make separate arrangement for disposal of toxic or hazardous household waste such as used batteries, containers for chemicals and pesticides, discarded medicines and other toxic or hazardous household waste.

d) The Purchaser shall ensure proper segregation and storage of household waste in two separate bins containers for storage of food waste, bio-degradable waste and recyclable waste.

e) The Purchaser shall abide by the instructions as may be issued from time to time by the Promoters till the formation & registration of a Co-op Housing Society/Limited company or any other legal body as the case may be and upon formation and registration of such Co-op Housing Society/Limited Company or any other legal body then by such Co-op Housing Society/Limited company/any other legal body in relation to disposal of solid waste management in the light of the directives issued by the Hon'ble Supreme Court.

34. On completion of the said Building and on receipt by the Promoters / Developers of the full amount payable to him by all the Purchaser/s in the building or buildings the Promoters / Developers shall co-operate with the Purchaser/s in forming, registering and incorporating a Co-operative Housing Society or a Limited Company or Association of Apartment Promoters / Developers the rights or member of the Co-operative Housing Society or a Limited Company or an Association (as the case may be) being subject to the rights of Promoters / Developers under this agreement and under the conveyance / assignment in favor of the said Society.

35. The Purchaser/s shall permit the Owners/Promoters and their survivors and agents at all reasonable times to enter into upon the said premises or any part thereof to examine the conditions thereof, or for purpose of repairing, maintaining, rebuilding, cleaning, lighting, and keeping in order and condition all service drains, pipes, cables, water, water courses, gutters, wires, petty structures or other convenience belonging to or serving or used for the said Building and also for the purpose of leaving, maintenance, repairing and testing, drainage and water pipes and electric wires and also for the purpose of cutting the supply of water to the said premises or any other premises in the building in respect of which the Purchaser/s or any other occupier of other Premises in the building as the case may be shall have default in paying his share of water taxes.

36. After possession of the said Premises is handed over to the Purchaser/s if any additions. or alterations is required to be carried out to the said Building by the **THANE MUNICIPAL CORPORATION** or any other Government or Local Authority the same shall be carried out by the Purchaser/s in co-operation with the Purchaser/s for the other premises in the said Building at the own

costs and the Promoters / Developers shall not be liable in any manner for the same.

37. The Purchaser/s shall not throw dirt, rubbish, rags or other refusal or permit the same to be thrown in his premises or in the compound or any portion of the said Building.

38. The Purchaser/s shall not store or cause to be stored in the Flat goods of hazardous or combustible nature or which tend to affect the construction or structure of the said building or cause damages to the occupants of the Building.

39. The Said Complex shall be known as **"QUALITY HEIGHTS",** and the same name will be given to the Co-operative Housing Society or Limited Company or Association, as the case may be, formed, shall bear the same name shall not be changed under any circumstances if approved by the authorities.

40. Provided it does not in any way affect or prejudice the rights of the Purchaser/s in respect of the said Flat the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their rights and interest in the said plot and in the building to be constructed thereon.

41. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoters until the said land and Building is transferred to the Society/Limited Company as hereinbefore mentioned.

42. It is agreed that if any Flats remain unsold at the time the building is ready for occupation, the Promoters shall be deemed to be the Owner thereof until such Flats are agreed to be sold by the Promoters.

43. Any delay or indulgence by the Promoters / Developers in enforcing the Purchaser/s shall not be construed as a waiver of the Promoters / Developers 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 Promoters / Developers.

44.(a) The Purchaser/s hereby undertakes, specifically agree that he shall bear the proportionate of the total amount for proper installation of the electric meter, 3 phase meter for pump Room, service cable charges and other M.S.E.D.C.L. expenses as requisition by M.S.E.D.C.L. / concern authorities.

(b) It is further agreed that in case of electric transformer required to be installed for the use and consumption of the Owners of the all the buildings of colony, the expenses that may be required for installation of the said transformer shall be proportionately contributed by the Purchaser/s.

(c) PROVIDED THAT if the Promoters / Developers did not any way effect or prejudice the rights hereby granted in favor of the Purchaser/s in respect of Flat agreed to be purchased by the Purchaser/s. The Promoters / Developers shall be at liberty to sell assign or mortgage or otherwise deal with the said land hereditaments and premises and building constructed and / or to be constructed thereon.

45. The Flat Purchaser/s shall not be entitled to sell and/or transfer his right, title interest and benefits under this Agreement to any third party without obtaining NO OBJECTION CERTIFICATE' from the Promoters. The Promoters will issue such NO OBJECTION

CERTIFICATE to the Purchaser/s for transferring the benefits and rights of this Agreement for the said unit only on payment of the transfer amount. The transfer amount will be decided by the Promoters only. The Purchaser/s shall not be entitled for the issue of NOC unless and until all dues are paid in full.

46. The Purchaser/s shall pay for any extra copy of Agreement to Sale required for securing loan or obtaining telephone facility or for some other work. If the Purchaser/s wants to transfer his/her flat in the name of some other party, it is necessary for him/her to pay to the Promoters / Developers toward the legal charges for transfer of the said Flat.

47. The Promoters / Developers shall be entitled to take action against the Purchaser/s if he do not pay his proportionate share of outgoings referred to in the Schedule of the Agreement every month and he remain in arrears for three months. The Promoters / Developers shall terminate this Agreement and enter upon the said Premises and forfeit all the monies paid by the Purchaser/s under this Agreement and resume possession of the said premises.

48. All costs, charges and expenses in connection with the formation of the Co - operative Housing Society, as well as all costs of preparing, engrossing, stamping and registering and conveyance and/or Deed of Assignment or any other documents or document require to be executed by the Promoters / Developers and by the Purchaser/s including Stamp Duty, registering Charges etc. payable in respect of such documents as well as entire professional costs of the advocates and solicitors of the Promoters / Developers in preparing and approving all such documents shall be born and paid by the Society and/or proportionately by all the holder of premises of the said

building. The Promoters / Developers shall not contribute anything towards such expenses.

49. 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.

50. 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 full satisfied has entered into this agreement.

51. The Purchaser agrees and accepts that if the carpet area of the premises is found to be less up to 2% for whatsoever reason, the Purchaser shall not complain for the said reduction. The Purchaser will accept such reduced area and shall not complain or any demand any compensation for such reduced area.

52. The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said building. The Promoters shall however, bear and pay the Service Charges payable to the Corporation/Property Tax to local authority in respect of the unsold premises in the said building.

53. The Promoters shall not be bound to carry out any extra additional work for the Purchaser/s without there being a written acceptance by

the Promoters to carry out the said additional extra work for the Purchaser/s (which again shall be at the sole discretion of the Promoters). If the Promoters have agreed to do any additional extra work for the Purchaser/s the Purchaser/s shall deposit the amount within seven days from the date when the Promoters inform the Purchaser/s the estimated cost for carrying out the said additional extra work. If the Purchaser/s fails to deposit the estimated cost for carrying out the said additional extra work then the Promoters shall not be liable to carry out the additional/extra work in the Premises of the Purchaser/s.

54. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered post or under certificate of posting at his/her/their address specified below: -

To,

_____

_____.

55. The Purchaser/s undertakes to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the Corporation/Local Authority and/or Government and/or Public Authority.

56. The Purchaser/s shall immediate after the execution of the Agreement lodge the same for registration and shall within 7 days after lodging the same intimating the Promoters / Developers of having done so. If the Purchaser/s fails to lodge this Agreement for Registration, the Promoters / Developers shall not be responsible for the non-registration of the agreement and the consequences arising there from.

57. It is agreed between the parties that for the up keepment of the colony, No pets like Goat, Dogs, Cats, Hen, Oxen, etc. will be allowed in side the complex. (Concession of one week for Goats before date of Eid-Ul-Zuha every year).

a) Outsiders parking will not be allowed (Car, Bikes, Rickshaw etc.)

b) No commercial vehicles parking of the flat owners will be allowed. (Rickshaws, taxis, LCVS etc.)

c) Open Parking will be allotted on first come first take basis and will need approval, of the Developer or Society and Federation, and the monthly maintenance will be collected by society.

d) No outdoor sports will be allowed in side the complex.

e) Garden will be for seating only.

f) Private Playing will be available for use of Colony Children of under 12 years.

g) Individual entry passage coloring will not be allowed.

h) Spitting in open area and ladder is strictly prohibited. This may lead to cancellation of /or membership of Society booking and or fine as may be deem fit and proper by the society.

58. This agreement shall always be subject to the provisions of **THE MAHARASHTRA OWNERSHIP OF FLATS ACT** 1963 and the Rules made there under and/or any other provisions of Law applicable thereon.

SCHEDULE - I

THE DESCRIPTION OF THE PROPERTY

All that piece and parcel of non-agricultural plots of land bearing Survey No. 190, Hissa no. 1/B & Survey No. 201, Hissa no. 6/B total area admeasuring 3900 Sq. Mt. or thereabout. Lying, being and situated at Village Shil, Taluka and District Thane 400612. Within the limits of Thane Municipal Corporation, and Registration and Sub-Registration District of Thane, and bounded as follows:

On or towards the EAST by :

On or towards the WEST by :

On or towards the NORTH by :

On or towards the SOUTH by :

SCHEDULE - II

SCHEDULE OF THE PROPERTY

All that piece and parcel of Flat bearing **Flat No. _____ on ____ Floor "____"- Wing admeasuring carpet area _____ Sq. Mtrs**, on the Building Named. **"QUALITY HEIGHTS".**

SCHEDULE - III

LIST OF SPECIFICATIONS, FIXTURE, FITTINGS, AMENITIES ETC.

1. Complete Building structure will be having solid R.C.C. Frame.

2. Out side walls will be provided with 6" Autoclaved Aerated Concrete block masonry.

3. In side walls will be provided 6" Autoclaved Aerated Concrete block masonry.

4. Outside Plaster will be provided with Double coated Sand Faced plaster.

5. Inside plaster will be provided with Wall Putty patra finishing.

6. Living Room (Entrance gate)will be provided 7' x 3 ¼' superior quality Teak wood frame with flush door, fancy handle, hinges and drops night latch, peep hole, and inside Kadi one tower bolt and one handle.

7. Bed room will be provided 6 ½' x 3" superior quality Teak wood / polished granite frame with commercial flush door fittings.

8. Bath Room & W.C will be provided polished granite frame and water proof door with fittings.

9. All windows will be provided granite frame and aluminum channel sliding with color glass and fittings.

10. R.C.C. upper loft (Potmala) will be provided in kitchen.

11. Flooring will be provided with vitriefied titles in all rooms.

12. Bath Room will be furnished with completed Digital wall tiles and anti skid tiles on flooring.

13. Kitchen will be furnished by granite platform and stainless steel sink with 3ft top level Digital wall tiles.

14. W.C. will be provided with one Orissa pan and one English commode in each flat.

15. Concealed proper wiring with copper wire and fittings.

16. Telephone wiring point will be provided in either hall or bed room.

17. Concealed Plumbing work with proper G.I. / P.V.C. Pipes and fittings fancy cock and taps.

18. Out side drainage line work will be P.V.C. pipes and fittings

19. Wash basin will be provided with fancy fittings.

20. Cement concrete flooring around the buildings and cement concrete approach road.

21. Glorious entrance of the buildings.

22. Under ground and over head R.C.C. storage water tank with pump room and electric motor pump.

23. Stair case will be provided Kota step and raiser.

24. Special water proofing with China glazed chips flooring will be provided on terrace.

25. Under ground drainage with septic tank will be provided for complex.

26. Acrylic based exterior paint will be applied to out side walls of the building and oil bound distemper paint will be applied on the inside walls of the buildings.

27. Attractive charming beautiful podium garden will be provided Compound wall with one (1) attractive gate.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and the year first hereinabove written.

SIGNED, SEALED & DELIVERED]

By the Within named "**PROMOTERS"**]

M/S. QUALITY CONSTRUCTION CO.]

Through its Partner's]

(1) MR. NIYAMAT ALI MOHD.]
NAZIR SHAIKH.]

(2) MR. SHAIKH NAEEM ALTAF]

in the presence of ……..]

1.

2.

SIGNED, SEALED & DELIVERED]

By the within named **"PURCHASER/S"**]

_____]
_____]
_____]
_____]

in the presence of ……..]

1.

2.

R E C E I P T

RECEIVED OF AND FROM THE PURCHASER/S WITHINNAMED the day and year first hereinabove Written the sum of Rs. _____ (Rupees_____ _____Only) being part/full payment of the consideration to be paid by him/her/ them to us towards this transaction as per these presents.

WE SAY RECEIVED

Rs._____

For M/S. QUALITY CONSTRUCTION CO.

(1) _____ (2) _____

Authorized Partner/s

Witnesses :

1.

2.

* * * * *