AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at MUMBAI, this _____ day of _____, 20____, BETWEEN MESSRS.AKASH ENTERPRISES, a Partnership firm registered under Indian Partnership Act, 1932 having its Registered office at Lele Compound Brahmin Society, Naupada, Thane (West), hereinafter called "THE DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof mean and include the Partners for the time being constituting the said firm and their successors, heirs, executors, administrators and assigns) of the ONE PART. *AND* SHRI/SMT. _____ Adult, Indian Inhabitant, residing at _____ _____ hereinafter called the "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS 1] SHRI.PRABHAKAR GOVIND MHATRE 2] SHRI. PRAKASH GOVIND MHATRE 3]SHRI.VASANT GOVIND MHATRE 4]SMT.BALABAI GOVIND PAWAR 5] MRS.SUNITA ARUN KENI 6]MRS.VANDANA ARUN THAKUR 7]MR.VINOD PRABHAKAR MHATRE 8] MR.ATISH PRAKASH MHATRE 9]MISS RUPALI PRAKASH MHATRE 10]MISS JYOTI VASANT MHATRE 11]MASTER MAYUR VASANT MHATRE, are well and sufficiently entitled to a piece and parcel of land bearing C.T.S.No.1063 (pt.), Survey No.111, Hissa No.9 area admeasuring 1095 sq.mtrs. as per Property Card lying, being and situated at Mulund (East), Taluka - Kurla, and in the Registration District of Mumbai and Mumbai Sub-district and which is more particularly described in the Schedule hereunder written (The said land hereinafter for brevity's sake is referred to as `the said property').

AND WHEREAS vide Development Agreement dated 13/7/2001, registered with the Jt. Sub-Registrar of Assurances, Kurla under Sr.No.BDR-

3/3647/2001, the said 1] SHRI.PRABHAKAR GOVIND MHATRE 2]SHRI.PRAKASH GOVIND MHATRE 3]SHRI.VASANT GOVIND MHATRE 4]SMT.BALABAI GOVIND PAWAR 5] MRS.SUNITA ARUN KENI 6]MRS.VANDANA ARUN THAKUR 7]MR.VINOD PRABHAKAR MHATRE 8] MR.ATISH PRAKASH MHATRE 9]MISS RUPALI PRAKASH MHATRE 10]MISS JYOTI VASANT MHATRE 11]MASTER MAYUR VASANT MHATRE, assigned the Development Rights of the said property to M/S.AKASH ENTERPRISES, the DEVELOPERS herein upon the terms and conditions and for the consideration mentioned in the abovesaid development agreement and they have also executed an Irrevocable Power of Attorney dated 13th July,2001 in favour of the DEVELOPERS herein for the development of the said property which is registered with the Jt.Sub-Registrar of Assurances, Kurla under Sr.No.362/2001.

AND WHEREAS by virtue of the Deeds recited hereinabove the DEVELOPERS alone have the sole and exclusive right to sell the flats except those to be allotted to the Owners in the said building to be constructed by the DEVELOPERS on the said plot and to enter into agreements with the purchasers of the flats and to receive the sale price in respect thereof and to form a Co-operative Housing Society and convey and transfer the said property with the building thereon to such a society.

AND WHEREAS the PURCHASER demanded from the DEVELOPERS and the DEVELOPERS have given inspection to the PURCHASER of all the documents of title relating to the said property, and the plans, designs and specifications prepared by the DEVELOPER'S Architect MR. NILESH SAWANT and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and transfer) Act, 1963 (hereinafter referred to as `the said Act') and the rules made thereunder.

AND WHEREAS the copies of Certificate of Title issued by the Advocate of the DEVELOPERS, copy of the Property Register Card showing nature of title of the OWNERS to the said plot on which the building is to be constructed and specifications of the Flat agreed to be purchased by the

PURCHASER approved by the concerned Authorities have been annexed hereto and marked as Annexures `A', `B', and `C', respectively.

AND WHEREAS the DEVELOPERS submitted to the Concerned Authorities plan, specifications, elevation, section and details of the said proposed building and got the approval and have also obtained Commencement Certificate dated 20th December, 2003 Bearing No. CE/4564/BPES/AT/2003, copy whereof is annexed hereto and marked as Annexure "D".

AND WHEREAS the PURCHASER applied to the DEVELOPERS for allotment of the Flat No._____ on the _____ Floor in the Building to be constructed on the said Property.

AND WHEREAS prior to making application as aforesaid as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra 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 members of family (family as defined under the Urban Land (Ceiling and Regulation) Act, 1976 of PURCHASER own tenement, house or building within the limits of Municipal Corporation of Greater Mumbai.

AND WHEREAS relying upon the said application, declarations and agreement the DEVELOPERS agreed to sell to the PURCHASER the said Flat at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS under section 4 of the said Act the DEVELOPERS are required to execute a written agreement for sale of the said Flat to the PURCHASER being in fact these presents and also to register the said agreement under the Registration Act.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER**:-**

1. THE DEVELOPERS shall construct the said proposed Building to be known as "**NEW DAFFODIL'S PARK**" consisting of Flat on the said property in accordance with the plans, designs and specifications prepared and submitted by their Architect MR. NILESH SAWANT to the Municipal Authorities and approved by the Municipal Corporation and which have been seen and approved by the PURCHASER with only such variations and modifications as the DEVELOPERS may consider necessary or as may be required by the concerned local authority, the Government, to be made in them or any of them.

2. The PURCHASER agrees to purchase from the DEVELOPERS and the DEVELOPERS hereby agree to sell to the PURCHASER a Flat being Flat No._____ admeasuring _____ sq. ft. Carpet area on the _____ Floor as shown in the floor plan thereof hereto annexed and marked Annexure `E'.

The Total price of the said Flat to be paid by the PURCHASER to the DEVELOPERS works out to Rs._____/- (Rupees _____o nly) inclusive of the proportionate price of the common areas and facilities appurtenant to the premises. The PURCHASER agrees to pay the said amount being the price of the said Flat in the following manner:

i) Rs._____/- (Rupees _____ _____ only) being 15% of the total price at the time of execution hereof (the payment and receipt whereof the DEVELOPERS do hereby admit and acknowledge).

ii) Rs._____/- being 25% on completion of plinth.

iii) Rs._____/- being 10% on completion of First slab.

iv) Rs._____/- being 10% on completion of Second slab.

v) Rs._____/- being 10% on completion of Third slab.

vi) Rs._____/- being 10% on completion of Fourth slab.

vii) Rs._____/- being 8% on completion of brick work.

viii) Rs._____/- being 7% on completion of flooring and plumbing.

x) Rs._____/- being 5% against possession.

3. The DEVELOPERS declare that as on this day the owners mentioned hereinbefore are the absolute owners of the said property more particularly described in the Schedule hereunder written and they have clear, marketable title of the said property free from encumbrances and reasonable doubts. The DEVELOPERS have obtained the title certificate of the said property from AJIT G. KARANDIKAR, Advocate, High Court, copy whereof is hereto annexed, and market as Annexure 'A'.

4. The DEVELOPERS hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may be 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 certificate in respect of the said building.

5. The DEVELOPERS hereby agree that they shall before handing over possession of the Flat to the PURCHASER and in any event before execution of a conveyance of the said land in favour of a corporate body to be formed by the Purchaser/s in the building to be constructed on the said land (hereinafter referred to as `The Society/Apartment') make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any right title, interest or claim of any party in or over the said land and shall as far as practicable, ensure that the said land is free

from all encumbrances and that the original Owners have absolute clear and marketable title to the said land so as to enable them to convey to the society/Apartment such absolute clear and marketable title on the execution of a conveyance of the said property by the DEVELOPERS in favour of the said Society/Apartment.

6. The PURCHASER agrees to pay to the DEVELOPERS interest as 18% per annum on all the amounts which become due and payable by the PURCHASER to the DEVELOPERS under the terms of this Agreement from the date the said amount is payable by the PURCHASER to the DEVELOPERS, till the date of actual payment thereof.

7. On the PURCHASER committing default in payment on the due date of any amount due and payable by the PURCHASER to the DEVELOPERS under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER committing breach of any of the terms and conditions herein contained, the DEVELOPERS shall be entitled at their option to terminate this Agreement.

PROVIDED always that the power of termination, herein before contained shall not be exercised by the DEVELOPERS unless and until the DEVELOPERS shall have given to the PURCHASER fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the PURCHASER in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination of this Agreement as aforesaid, the DEVELOPERS shall refund to the PURCHASER the installments of sale price of the Flat which may till then have been paid by the PURCHASER to the DEVELOPERS but the DEVELOPERS shall not be liable to pay the PURCHASER any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by

the DEVELOPERS, the DEVELOPERS shall be at liberty to dispose of and sell the Flat to such person and at such price as the DEVELOPERS may in their absolute discretion think fit.

8. The fixtures, fittings and amenities to be provided by the DEVELOPERS in the said building and Flat are those that are set out in Annexure `F' hereto.

9. The DEVELOPERS shall give possession of the Flat to the PURCHASER within 18 months from the date of commencement of the work. If the DEVELOPERS fail or neglect to give possession of the Flat to the PURCHASER on account of reasons beyond their control and/or their agents as per the provisions of Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date or dates prescribed in Section 8 of the said Act, then the DEVELOPERS shall be liable on demand to refund to the PURCHASER the amounts already received by them in respect of the Flat /Shop/ Commercial Premises.

PROVIDED that the DEVELOPERS shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which that Flat is to be situated is delayed on account of :-

i) non-availability of steel, cement and other building material, water or electric supply.
ii) war, civil commotion, or act of God and/or any other natural calamity and other causes beyond the control of the DEVELOPERS.
iii) any notice, order, rule, notification of the Government and/or other public or competent authority.

10. The PURCHASER shall take possession of the Flat within 8 days of the DEVELOPERS giving written notice to the PURCHASER intimating that the said Flat is ready for use and occupation.

PROVIDED that if within a period of one year from the date of handing over the Flat to the PURCHASER, the PURCHASER brings to the notice of the DEVELOPERS any defect in the Flat or the building in which the Flat is 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 DEVELOPERS at their own cost.

11. The PURCHASER shall use the Flat or any part thereof or permit the same to be used for the purpose of residence only.

12. The PURCHASER along with other Purchasers of the Flat in the building shall join in forming and registering the society to be known as NEW DAFFODIL'S PARK CO-OP.HSG.SCTY.LTD., and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the DEVELOPERS within 8 days of the same being forwarded by the DEVELOPERS to the PURCHASER so as to enable DEVELOPERS to register the organization of the Purchasers under section 10 of the said Act within the time limit prescribed by the 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 modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or the Registrar of Companies or any other Competent Authority.

13. After a notice in writing is given by the DEVELOPERS to the PURCHASER that the Flat 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 that Flat/Shop/Commercial Premises) of outgoings in respect of the said plot and building namely local taxes, Development and betterment charges or such other levies charged by the concerned local authority and/or Government, Meter Deposits, 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 plot and building. Until the Society/Apartment is formed and the said plot and building is transferred to it, the PURCHASER shall pay to the DEVELOPERS such proportionate share of outgoings as may be determined. The PURCHASER has agreed to pay to the DEVELOPERS provisional monthly contribution for the first year in advance @ Rs.3/- per sq. ft. salable area towards his/her proportionate share of outgoings. The amount so paid by the PURCHASER to the DEVELOPERS shall not carry any interest and remain with the DEVELOPERS till a conveyance is executed in favour of the Society or Apartment 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 DEVELOPERS to the Society or the Apartment as the case may be. The PURCHASER undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the _____ day of each and every month in advance and shall not withhold the same for any reason whatsoever.

14. The PURCHASER shall on or before the delivery of possession of the said premises shall pay to the DEVELOPERS the aggregate amount of Rs._____/- (Rupees _____ _____only) for meeting the expenses of legal charges, share money, application, entrance fee of the Society or Apartment, formation and registration of the Society or Apartment,

Deposit for Electric Meter, Water Meter and proportionate share of taxes and other charges.

15. The DEVELOPERS shall utilise the sum of Rs._____/- (Rupees_____ _____ only) out of the above sum paid by the PURCHASER to the DEVELOPERS for meeting all legal costs, charges and expenses including professional costs of the Attorney-at-law/ Advocates of the DEVELOPERS in connection with formation of the said Society or as the case may be Apartment, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance.

16. At the time of registration the PURCHASER shall pay to the DEVELOPERS, his/her share of stamp duty and registration charges, payable, if any, by the said Society or Apartment on the conveyance or any document or instrument of transfer in respect of the said plot and building to be executed in favour of the Society or Apartment.

17. The PURCHASER with intention to bring all persons into whosoever hands the Flat may come, do hereby covenant with the DEVELOPERS as follows:

a) To maintain the Flat at the PURCHASER'S own cost in good and tenantable repair and condition from the date the possession of the Flat is taken over and shall not do so suffer to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.

b) Not to store in the Flat 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 Flat is

situated or storing of goods if objected to by the concerned local authority or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the Building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the PURCHASER in this behalf, the PURCHASER shall be liable for the consequences of the breach.

c) To carry out at his/her cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the DEVELOPERS to the PURCHASER and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the PURCHASER committing any act in contravention of the above provision, the PURCHASER shall be responsible for the consequences thereof to the concerned local authority and /or other public authority.

d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof, nor any alteration in elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drain pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage

the columns, beams, walls, slabs or R.C.C. paradise or other structural members in the Flat without the prior written permission of the DEVELOPERS and/or the Society or Apartment.

e) Not to do or permit to be done any act or thing which may render void or voidable any Insurance of the said property and building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said plot in which the Flat is situated and also not to keep any pots or plants in the windows or on the chhajjas or at such other places which will spoil the exterior colour of the building and which also may cause leakage in future.

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 authority on account of change of user of Flat by the PURCHASER, viz. User for any purposes other than for residential purpose.

h) The PURCHASER shall not let, sub-let, transfer, assign or part with PURCHASER'S interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the PURCHASER to the DEVELOPERS under this Agreement are fully paid up and only if the PURCHASER has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the PURCHASER has intimated in writing to the DEVELOPERS about the same and has also obtained prior written consent of the DEVELOPERS herein.

i) The PURCHASER shall observe and perform all the rules and regulations which the society or the Apartment may adopt at its

inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for observance and performance of the building Rules, Regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Apartment regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

j) Till a conveyance of building in which Flat is situated is executed the PURCHASER shall permit the DEVELOPERS and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said property or any part thereof to view and examine the state and condition thereof.

18. The DEVELOPERS have informed the PURCHASER that :-

a) They in their absolute discretion are entitled to make amendments, additions, alternations in the building/buildings to be constructed by the Developers on the said property and the PURCHASER shall not be entitled to object to such amendment, additions, alternations or the construction to be carried out by the Developers or the users thereof on any ground whatsoever, including on the ground of objection of light, air, ventilation or any inconvenience.

b) The Developers shall be entitled to utilise any additional FSI that may be available by constructing additional floor/floors and the Purchaser hereby consent to the same. The Purchasers shall not raise any objection against utilisation of additional F.S.I. including any TDR that

may be available to the Developers in any manner whether mentioned herein or not.

c) They intend to form a society/limited company only after development of the entire property and sale of all the premises therein and will convey the said property in favour of such society/limited company only thereafter.

d) The Developers and/or their nominees or transferees shall, be entitled to put up Mobile Receiver, Dish antenna and other such communication equipment and/or allow to be put up hoarding on the said property or on the building or buildings on the said property or any parts of the building or buildings on the said property and the said hoarding may be illuminated or comprising of neon sign and for that purpose the Developers are fully authorised to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said building or on the said property as the case may be and the Purchaser agrees not to object or dispute the same.

e) The Purchaser/Society/Limited Company/Association, when formed, shall not be entitled to charges the Developers, or their nominee or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for use of such terraces, compound walls, display or advertisements or hoarding etc, for the purpose mentioned hereinabove.

f) The Developers shall be entitled to consume any additional FSI that may be available till execution of Deed of Conveyance of the said property more particularly described in Schedule hereunder written alongwith the building being Constructed/ to be constructed by the Developers and/or their nominees in favour of such society as provided hereinafter.

g) The Developers are entitled to amalgamate the said property with any of the adjoining properties at any time and utilise the F.S.I. in respect thereof either by constructing additional stories and/or by constructing new building/s on the said property and the Purchaser hereby grants their irrevocable consent to the same. The DEVELOPERS shall be also at liberty and /or entitled to grant right of way from or through the said property for approaching or for better approach to the adjacent property and the PURCHASER shall not object the said right of the DEVELOPERS in any manner.

h) The Developers shall have a right, until the proposed Limited Company or a Society is formed and the said property is assigned/conveyed, to make additions, raise stories and put up additional structures as may be permitted by Municipal and other Competent Authorities. Such additional structures and stories will be sole property of the Developers who will be entitled to dispose it off in any way they choose and the Purchaser hereby consent to the same and agree not to raise any objection.

i) In the event of the society or the Limited Company being formed and registered before the sale and disposal by the Developers of all the Premises in the Building to be constructed on the said property, the power and authority of the society so formed shall be subject to the overall authority and control of the Developers over any of the matters concerning the said Building, the construction and completion thereof and all amenities appertaining to the same and in particular the Developers shall have absolute authority and control as regards the unsold units/parking space/terraces and the disposal thereof. The society shall be liable to admit such Purchaser as it's member without asking any transfer fee or amount save and except entrance fees, share application money and security deposit for maintenance charge like other Purchaser.

19. The DEVELOPERS shall maintain a separate account in respect of sums received by them from the PURCHASER on account of Share

Capital for the Formation of the Co-operative Society or Apartment or towards the legal charges for the formation and shall utilize the amounts only for the purpose for which they have been received.

20. It is hereby specifically agreed by the Purchaser that they will not change the exterior, outside elevation, inside passages and staircases, or the colour scheme of the building. The Purchaser further agree not to put up the grills outside the window of the Premises agreed to be purchased by them without obtaining the permission of the Developers in writing. If the grills are permitted then it will have the same design for all as specified by the Architects of the Developers and no other grills. This conditions is of the essence of the contract and only upon the Purchaser agreeing to the said condition, the Developers have agreed to sell the said Premises. It has been further agreed that in the event of Purchaser committing default in observing the condition herein, the Developers shall be entitled to terminate the agreement, without Prejudice to the right of the Developers to terminate the agreement the Developers/Society shall be entitled to rectify the unauthorised change carried out by the Purchaser and restore the exterior to its original conditions at the cost of the Purchaser and recover all the expense incurred by them alongwith interest @24% per annum the Developer/Society shall not be liable or responsible for any loss or damages that may be suffered by the Purchaser while restoring the exterior of the Building to its original conditions.

21. The Developers shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title and interest in the said property, hereditaments and Premises and the building constructed or hereafter to be erected thereon PROVIED THAT the Developers do not in any way effect or prejudice the right hereby granted in favour of the Purchaser.

22. Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment in law of the said Flat or of the said property or any other part thereof, The PURCHASER shall have no claim save and except in respect of the Flat hereby

agreed to be sold to him/her and all open spaces, lobbies, parking spaces, stilt portion, staircases, terraces, recreation spaces etc. will remain the property of the DEVELOPERS until the said property is transferred to the society/Apartment as hereinbefore mentioned.

23. Any delay tolerated or indulgence shown by the DEVELOPERS in enforcing the terms of this Agreement or any forbearance or giving of time to the PURCHASER by the DEVELOPERS shall not be construed as a waiver on the part of the DEVELOPERS of breach or non-compliance of any of the terms and conditions of this Agreement by the PURCHASER nor shall the same in any manner prejudice the rights of the DEVELOPERS.

24. The PURCHASER and/or the DEVELOPERS shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the DEVELOPERS shall attend such office and admit execution thereof. The Stamp Duty and Registration Charges of this Agreement Shall be borne and paid by the PURCHASER only.

25. 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 Registered Post A.D. at his/her address mentioned herein above.

26. It IS ALSO UNDERSTOOD AND 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 Purchasers of the terrace Flat and such terrace spaces are intended for exclusive use of the respective terrace PURCHASER.

27. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of construction, sale, Management and Transfer) Act, 1963 and the rules made thereunder.

28. **SEPARATION OF DRY AND WET GARBAGE**

The allotees are hereby informed and do hereby acknowledge being. informed that the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of M. C. G. M.

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

SCHEDULE OF THE PROPERTY REFERRED ABOVE

ALL THAT PORTION of vacant land admeasuring about 1095 sq.mtrs. area bearing C.T.S.No.1063 (pt.), Survey No.111, Hissa No.9 of Village - Mulund (East) lying, being and situate at Nane Pada, Mulund (East), Taluka - Kurla, District - Mumbai Suburban and within the limits of "T" Ward of Mumbai Municipal Corporation and bounded as follows :

ON OR TOWARDS EAST : by C.T.S.No.1063 & 1062
ON OR TOWARDS WEST : by C.T.S.No.1059 & 1055 A
ON OR TOWARDS NORTH : by C.T.S.No.1062
ON OR TOWARDS SOUTH : by C.T.S.No.1055 & 1063

SIGNED, SEALED AND DELIVERED BY]
THE WITHINNAMED "THE DEVELOPERS"]
MESSRS.AKASH ENTERPRISES]
THRO' IT'S PARTNER MR._____]
_____]
_____]

in the presence of.....]

SIGNED, SEALED AND DELIVERED BY]
WITHINNAMED "PURCHASER/S"]
_____]
_____]
_____]
_____]
in the presence of .....]