

## AGREEMENT FOR SALE

This Articles of Agreement is made and entered into at Nere, Panvel on this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year Two Thousand \_\_\_\_\_ between **M/S. MAHALAXMI DEVELOPERS**, a Partnership firm duly registered under the provision of Indian Partnership Act, 1932, having its Registered. Office at 112, Maker Chambers III, 223, Nariman Point, Mumabi-400 021 and having its Administrative Office at Mahalaxmi Nagar, Village-Nere, Tal.-Panvel, Dist-Raigad, hereinafter for brevity sake referred to as “**THE PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the Partner or Partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators of the last surviving partner and his/her/their assigns) **OF THE ONE PART AND**

**SHRI/SMT/MISS/M/S.**\_\_\_\_\_

\_\_\_\_\_ ,  
having his/her/their/its address for the purpose of these presents at \_\_\_\_\_

\_\_\_\_\_ ,  
hereinafter referred to as “**THE PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in case of individual/s, his/her/their heirs, executors, administrators and permitted assigns, and in case of partnership firm the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last survivor and in case of company its successors and permitted assigns) **OF THE OTHER PART**.

**WHEREAS**

- (a) Under and by virtue of diverse Deeds Of Conveyance and other Agreements/Documents the Promoters have acquired several pieces and parcels of the lands bearing various Survey Nos. and situated at Village Nere, Taluka Panvel, a statement /list whereof is hereto annexed and marked as Annexure “A”, through its Partner/s and/or in the name of its firm from various owners of such Pieces and Parcels of the land. The Promoters have acquired aggregating about 1,17,116 sq. meters of land. The titles of the said Pieces and Parcels of the land pockets are already transferred in the name of the Promoters and/or its Partner/s and all the relevant revenue records are now standing in the name of the Promoters or in the name of its Partner/s. And the Promoters are now the absolute owners and are seized and possessed of and/or otherwise well and sufficiently entitled to the land aggregating about 1,17,116 sq. Mts. comprising of the said several pieces and parcels of the land situated at Village-Nere, Taluka-Panvel and the statement whereof is annexed hereto and marked as Annexure “A” and for the sake of brevity hereinafter referred to as “The Larger Property” and more particularly described in the FIRST SCHEDULE hereunder written;
- (b) The Promoters are in the process of acquiring further lands in the vicinity of the said Larger Property in their endeavor to make the proposed project

of the Township a larger, better and well-planned and they are in constant negotiations with various land owners the further acquisition and such further pieces and parcels of land shall subsequently be added by the promoters to the said "Larger Property" comprising of the said several pieces of lands which are already acquired by the Promoters;

- (c) A copy of the Certificate of Title in respect of the said larger property issued by the Advocates/Solicitors/Legal Advisers of the Promoters is annexed hereto and marked as Annexure "B-1", "B-2", "B-3", "B-4" & B-5;
- (d) The Promoters are in the process of developing the said Larger Property and constructing buildings thereon in such phases and in such manners as the Promoters may deem fit and proper and all the further pockets of land acquired as envisaged above shall subsequently be added to such phase wise development in a manner the Promoters may deem fit and proper. And the entire scheme of such development of Township in part or full shall always be known as MAHALAXMI NAGAR;
- (e) The Promoters have converted several pieces and parcel of the said Larger Property for Non Agriculture purpose/use from the Collector's Office and procured the requisite permissions under the law from concerned local authorities;
- (f) Initially the Promoters have proposed to construct several clusters of residential and commercial buildings on parts of the said Larger Property in phase wise manner and they have initially identified 3 pockets for the land comprising of the lands bearing Survey Nos. (1) 234, 238/1, 238/2, 242/0 admeasuring about 11,280 Sq. Mts. (2) 232, 243/2, 247/0, 249, 233/1, 233/2 admeasuring about 17,400 Sq. Mts. (3) 371, 373, 370/0, 374/0 & 376-1/2 admeasuring about 31,750 Sq. Mts., more particularly described in the SECOND SCHEDULE hereunder written and for all the practical purposes the said pockets of the land shall be known as Sector-1, Sector-2, Sector-3, Sector-4, Sector-5, Sector-6, Sector-7, Sector-8 & Sector-9 respectively (the said property);

- (g) The Promoters have got necessary approvals from the Collector Office, Raigad for the construction of the said buildings in the said Larger Property and they have procured all the requisite and the necessary permissions and sanctions of the Plans, the Specifications, Elevations, Sections and details of the said buildings to be constructed, from the Office of the Collector Raigad; And they have also procured the necessary approvals from Gram Panchayat, Nere;
- (h) the Promoters have entered into a 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;
- (i) the Promoters have appointed Project Consultants and Structural Engineers for the preparation of the structural design and drawings of the buildings and the development of the entire scheme of Township shall be under the professional supervision of the Project Consultants, Architects and the Structural Engineers till the completion of all the buildings;
- (j) The Promoters shall accordingly commence the construction of buildings in the proposed project of Township to be always known as "MAHALAXMI NAGAR" on a portion of the said property;
- (k) Plans of the said buildings are prepared by M/s. Dinesh Nayak & Associates, the Architects for the Promoters and are approved and sanctioned under the N. A. Orders along with Building Permissions of the said buildings issued by Collector, Raigad, Alibag, and the further N.A. Orders along with Building Permissions of the remaining portion of the Larger Property shall come subsequently. The copies of the said N.A. Orders along with Building Permissions dated 11/01/2012, 11/01/2012 & 08/02/2011 are annexed hereto and marked as Annexure "C-1", "C-2", "C-3" and "C-4" respectively;
- (l) In accordance with the plans sanctioned by the concerned authorities, the Promoters shall develop the said lands for the aforesaid Project to be known as "MAHALAXMI NAGAR" consisting inter alia of several clusters of residential buildings, grouped in various sectors having different sizes

and dimensions with diverse floor heights to be earmarked by various category/type such as Economy, Medium, Classic, Compact, Royal, Deluxe etc. and other such category / type in the proposed residential complexes as the Promoters may deem fit and proper as per different built up area, elevation of the proposed buildings, amenities to be provided and accordingly shall be sold and disposed off under various price categories to suit and accommodate the budget and requirements of different category/type of intending Purchasers;

- (m) In these circumstances, the Promoters are entitled to develop the said property and construct the said buildings known as "MAHALAXMI NAGAR," and to sell on Ownership basis and/or otherwise deal with and dispose off flat and/or other premises in the said buildings to be constructed on the said property;
- (n) The Purchaser has approached the Promoters to allot him/her/them flat and other premises No. \_\_\_\_\_ on \_\_\_\_\_ Floor in building No. \_\_\_\_\_ in the \_\_\_\_\_ category / type in the Sector \_\_\_\_\_ of the proposed project to be always known as "MAHALAXMI NAGAR" on what is popularly known as Ownership Basis;
- (o) The Promoters have informed the Purchaser and the Purchaser is aware that the Promoters have not yet completely finalized the entire scheme of development thereof and have reserved to itself the right to amend from time to time the layout of the said property and provide for construction of one or more buildings/floors than those at present envisaged and to amend the building plans and/or construct additional floors and/or buildings / structure on the said property.
- (p) The Purchaser has demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said property and the present layout plans and Building plans, designs and specifications prepared by the Promoters' Architects and of other documents as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1983 herein referred to as "the said Act" and the Rules

made there under and the Promoters have supplied to the Purchaser copies of such of the documents as are mentioned in Rules of the above referred Act as demanded by the Purchaser. The Purchaser has seen and verified the building plans in respect to the said building as at present envisaged and approved by Collector Raigad, Alibag;

- (q) The Promoters are entering into separate Agreements (in form similar to this Agreement) with several other persons and parties who may agree to purchase the Flat and Other Premises on Ownership Basis on the same terms and conditions herein contained except and subject to such modification as may be necessary or considered desirable or proper by the Promoters with a view that the Purchaser of various premises in the said buildings to be known as "MAHALAXMI NAGAR", shall ultimately form themselves into a Cooperative Society/Societies or the federation of various co-operative Societies under the Maharashtra Co-operative Societies Act, 1960 or a Limited Company/Companies under Companies Act 1956 as the case may be;
- (r) It has been agreed by and between the parties that if one or more such premises are not sold, taken or acquired by any persons other than the Promoters at the time when the said buildings are ready for possession, the Promoters will be deemed to be the Owners thereof and shall be entitled to deal with and dispose of the same until such time as the said premises are agreed to be sold by the Promoters to any other person or persons or party as they may deem fit; and the Co-operative Society and/or such other body formed by the Purchaser shall admit the Purchaser of such premises without any Charges as the member of the said society save and except share money of such society;
- (s) The Purchaser has with full knowledge of all the terms and conditions and covenants contained in the papers, plans, orders, schemes and documents referred to herein above has agreed to purchase and acquire from the Promoters the said flat and other premises No. \_\_\_\_\_ on \_\_\_\_\_ Floor in the building No. \_\_\_\_\_ in the \_\_\_\_\_ category/type in Sector \_\_\_\_\_ of the proposed project to be always known as "MAHALAXMI NAGAR" as shown on the enclosed plan herewith for the

sake of brevity and convenience hereinafter referred to as the said premises at the lump sum price and upon and subject to the terms and conditions and covenant herein contained;

- (t) The Purchaser has entered into the present Agreement and agreed to acquire the said premises knowing fully well that the scheme of development proposed to be/being carried out by the Promoters on the said property and/or the larger property may take a very long time. Therefore the Promoters may require to amend, from time to time, the layout, plans and design of the buildings to be constructed or already constructed in the said property and the Purchaser has no objection to the Promoters making such amendments;
- (u) The Purchaser is aware that development of the said property and/or the larger property shall be completed over a lengthy period of time and that although the building in which the Flat/Other premises hereby agreed to be allotted may be completed and the Promoters may permit the Purchaser to use the Flat/Other premises, however, only on completion of the entire work of development of the larger property including the said property and construction of all the buildings in the layout, the Promoters shall take steps to obtain conveyance of the said property in favour of a Co-operative Society or federation of the co-op societies and/or any other corporate body to be formed of the Purchaser. This Agreement is entered into by the Purchaser on a specific understanding and agreement that the Purchaser shall not insist upon the Deed of Conveyance in respect of the said property being executed until the development of the entire larger property including the said property is completed and all the flats and other premises are sold and all the monies in respect thereof are fully received by the Promoters;
- (v) Prior to the execution of these presents the Purchaser has paid to the Promoters a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) being part payment of the lump sum sale price of the flat / such other premises agreed to be sold by the Promoters to the Purchaser as an advance (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and

the Purchaser has agreed to pay to the Promoters balance of the sale price in the manner hereinafter appearing;

- (w) Under Section 4 of the said Act, a written agreement for sale of the said Flat/Other premises is required to be executed with the Purchaser being in fact these presents and also to register the said agreement under the Indian Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH AND RECORDED BY AND  
BETWEEN THE PARTIES AS FOLLOWS:**

1. The recitals contained above form an integral part of the agreement as if the same were set out and incorporated in the operative part.
2. The Promoters shall construct the proposed buildings to be always known as "MAHALAXMI NAGAR", on the said larger property and the plans of the said building are sanctioned as recited above. The Purchaser confirms that he/she/they have inspected the said sanctioned plans, N.A. Orders along with Building Permissions prior hereto.
3. Subject to the terms and conditions herein contained, the Promoters have agreed to sell and the Purchaser/s has/have agreed to purchase flat or other premises No. \_\_\_\_\_ on \_\_\_\_\_ Floor in the building No. \_\_\_\_\_ in \_\_\_\_\_ Category / type, in the Sector \_\_\_\_\_ as shown on the plan enclosed herewith admeasuring about \_\_\_\_\_ Sq. Mts. (which is inclusive of the area of the balconies) and Open Terrace having carpet area \_\_\_\_\_ Sq. Mts. in the building of the project of the township to be known as "MAHALAXMI NAGAR", for the lump sum price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) being and inclusive of the proportionate price of the common area and facilities/amenities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities/amenities which are more particularly described in the respective Schedule hereunder written and mere specifically described in the subsequent clauses;



The Purchaser hereby agrees to pay to the Promoters the Lump sum purchase price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) \_\_\_\_\_ along with the payment of service tax as per the Schedule of Payment setout in the following manner:

**SCHEDULE OF PAYMENT FOR FLAT**

| Sr. No. | Particulars   | Amount (Rs.) |
|---------|---|--------------|
| 1.      | Booking Amount  |              |
| 2.      | On completion of the Footing                                    |              |
| 3.      | On completion of the Filling                                    |              |
| 4.      | On completion of the Plinth                                     |              |
| 5.      | On completion of the 1 <sup>st</sup> Slab                       |              |
| 6.      | On completion of the 2 <sup>nd</sup> Slab                       |              |
| 7.      | On completion of the 3 <sup>rd</sup> Slab                       |              |
| 8.      | On completion of the 4 <sup>th</sup> Slab                       |              |
| 9.      | On completion of the Brick Work of your Flat                    |              |
| 10.     | On completion of the Internal Plaster of your Flat              |              |
| 11.     | On completion of the External Plaster of your Flat              |              |
| 12.     | On completion of the Flooring & Tiling of your Flat             |              |
| 13.     | On completion of the concealed Electric & Plumbing of your Flat |              |
| 14.     | At the time of notice for possession                            |              |
|         | <b>Total Lump sum Price</b>                                     |              |
|         | <b>Amount Received</b>  |              |
|         | <b>Balance Payment</b>  |              |

4. The Purchaser shall pay the amounts as aforesaid on the due dates without fail and without any delay or default. Time for payment of the aforesaid installments is the essence of the contract. The Promoters will forward to the Purchaser by ordinary post and/or courier the intimation of the Promoters having carried out the aforesaid progress of work along with the certificate of Architect certifying that the promoters have carried out the given items of work under the intimation at the address given by

the Purchaser under this Agreement and the Purchaser will be bound to pay the amount of installments within seven days of Promoters dispatching such intimation under certificate of Posting/Courier or any suitable/available mode of communication at the address of the Purchaser as given in these presents.

5. The above said lump sum purchase price does not include the following charges/levies/costs/expenses etc. and the Purchaser shall pay the proportionate amount in respect thereof as under:

(a) **Stamp duty / Registration charges:**

- (i) Stamp duty and Registration charges payable to the concerned authorities in respect of this Agreement.
- (ii) Proportionate share of stamp duty, registration and other charges in respect of the Conveyance Deed to be executed between the Promoters and the Co-operative Housing Society or any other body of Purchaser for the transfer of the relevant piece of acquired lands, as and when it is executed at the instance of the Promoter

(b) **Legal fees and Other Miscellaneous Charges:**

Legal Fees for this Agreement for sale, costs of formation of the Co-operative Society and/or the Federation of the Societies or any of such body as and when formed and also in respect of the Conveyance Deeds for the transfer of the interest in any pocket of land and/or building/s as and when intended and executed by the Promoters.

(c) **Infrastructure Development Charges:**

(i) **Electricity:**

Maharashtra State Electricity Distribution (MSED) Electrical Meter Deposit, Meter Connection Charges, Service Connection Charges, Service Line Charges, Road reinstallment Charges, Security deposit for Staircase Meter, Cable Line Charges, Pump room Meter charges, cost of transformer(s), all internal street light and all general amenities cable connection charges and all charges of

whatsoever nature for electricity in the entire Mahalaxmi Nagar and all out of pocket expenses etc.

(ii) Water:

Charges for installing water pipe line from the Government water point and Borewell pipe line up to the Mahalaxmi Nagar Storage Tank and from there to all Buildings and general amenities location wise/ water meter connection and meter deposit charges of whatsoever nature which is imposed by Government or any other charges which are necessary for getting water for Mahalaxmi Nagar.

(iii) Drainage:

Drainage Security Fees, Costs of manhole repairing charges, Drainage connection joint charges, costs of Septic Tanks, Costs of sewerage treatment plant charges of liquid and solid waste, Storm water disposal charges and charges of whatsoever nature for drainage lines and entire drainage systems for the Mahalaxmi Nagar.

(iv) Area Development:

Internal Roads for the township and all other area of vicinity and other infrastructure development charges of whatsoever nature for the said township as may be required to collect from the Purchaser.

(v) Other Charges

Service Tax, VAT, any other charges, taxes, levies, cesses, duties, penalties, out of pocket expenses of whatever nature other than what is already envisage and collected from the Purchaser that may be imposed or demanded by the Collector, Tehsildar, Gram Panchayat or any other Government, Municipal or Local authorities anytime during the development and even after completion of the project in part or full.

The aggregate amount of the infrastructure and development charges (except Service Tax & VAT) for the abovesaid flat / other premises in respect of the above said items shall approximately come to

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only). This lump sum amount may increase in future as may be implemented, amended and modified by the concerned local authorities and the Promoter shall accordingly intimate and collect the same from the Purchaser. The Purchaser hereby agrees to pay the abovesaid infrastructure development charges in three equal installments-

- (i) On completion of Plinth Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only).
- (ii) On completion of the Slabs Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only).
- (iii) On completion of flooring, concealed Plumbing and electric work  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) Total Amount Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only).

In case the actual charges incurred by the Promoters are more than the demanded amount, the Purchaser will be liable to pay the additional amount.

The aggregate amount of the Service Tax & VAT for the above said flat / other premises shall come to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only). This lump sum amount may change or increase/decrease in future as may be implemented, amended and modified by the concerned authorities and the Promoter shall accordingly intimate and collect the same from the Purchaser. The Purchaser hereby agrees to pay the above said Vat on or before execution of these presents and Service Tax along with the payment of the instalment amount as and when due for payment.

- 6. The said premises shall contain specifications, fixtures, fittings and amenities as set out in the list of amenities to be provided according to the category/type of the said building in which the said premises is located and the list of such specifications for the amenities are annexed hereto and marked as Annexure D-1 according to the category/ type of the

building. And the Purchaser confirms that the Promoters shall not be liable to provide any other specification, fixtures, fittings and amenities in the said premises. The Promoters shall endeavor to provide and develop certain other common amenities in the proposed township of "Mahalaxmi Nagar" at relevant time of development and progress of the work of the project which shall be commonly used and enjoyed by all the Purchasers. Promoters shall provide a Bus and arrange for the transport setup from Mahalaxmi Nagar to Panvel Railway Station for flat / other premises Purchasers of Mahalaxmi Nagar / Internal roads within and around the layout of township / Decorative Streetlights/Water and drainage facilities / Shopping Centre to cater the daily needs and other shopping requirement within the township / Office and Business Centre/ Temple and Community Hall for social and religious functions. / Library / Land Scaped Garden with children play area / Nana-Nani Park / Joggers Park / Club House and Gymnasium / Rainwater harvesting plant in the township / Water Recycling plant / Police Chowky / Inter-com facilities / 24 hours security system / Inverter in all the Premises. The Purchaser/s shall bear and pay for proportionate share of the outgoings/expenses in respect of the administration and maintenance of the above said amenities as may be ascertained and demanded from the Purchaser/s for the abovesaid flat/other premises.

7. Time for the payment of the lump sum purchase price, Infrastructure Development Charge, Service Tax, VAT and such other Charges as aforesaid is the essence of the contract. On the Purchaser committing default in making payment on or before its due date of any amount due and payable by the Purchaser to the Promoters under this agreement (including the Proportionate share of taxes levied by Government or Local Body and other outgoings), the Promoters shall be entitled at their own option to terminate this Agreement. However the Promoters shall always give a final notice period of about 15 (Fifteen) days to the Purchaser to clear the amount due and payable by him. If the Purchaser fails to fulfill his liabilities to clear the dues even after such final notice and reminder, the Promoter may exercise their option to terminate this Agreement. It is provided however that the power of termination contained herein shall not be exercised by the Promoters unless and until the Promoters shall have

given to the Purchaser/s 15 (Fifteen) days prior notice in writing of their intention to terminate this Agreement. Upon termination of this Agreement as aforesaid all amounts paid till then by the Purchaser shall stand forfeited and the Purchaser shall have no claim of any nature whatsoever against the Promoters in respect of the said flat or other premises or otherwise. And the Promoters shall be entitled to resell the said flat / other premises to any other person on such terms and conditions as the Promoters may in their absolute discretion deem fit and proper. In addition to the above and without prejudice to the forfeiture of the amounts paid by the Purchaser and without prejudice to the Promoters other rights and remedies, the Promoters shall also be entitled to recover from the Purchaser all costs expenses damages, interest, losses, charges, levies, penalties or the expenses incurred by them for completing the project.

8. However on such termination, the Promoters shall be at liberty to sell and dispose of the said premises to any other person as the Promoters may deem fit at such price and on such terms as the Promoters may determine and the Purchaser shall not be entitled to question such sale or to claim any amount from the Promoters.
9. Without prejudice to Promoters other rights under this Agreement and/or in law, the Purchaser shall be liable, at the option of the Promoters to pay (and hereby agree to pay) to the Promoters interest at the rate of 18% per annum on all amounts that may be due and payable by the Purchaser under the Agreement, if any such amount remains unpaid for seven days or more after becoming due.
10. The Purchaser hereby expressly consents to the Promoters redesigning any building/s or the recreation area or internal roads, path-ways, podiums and passages and such other area or areas which the Promoters may desire to realign and re-design including the overall layout of the township and the Purchaser confirms that the Promoters will be entitled to utilize any F.S.I. and/or TDR and/or in any other form as may be introduced by the concerned local authorities and/or any other benefits which may be available on the said property or any part thereof or any other property or properties as the case may be and until the entire F.S.I. and/or TDR

and/or all other benefits available on the larger property including said property or any other property/properties is duly utilized by the Promoters, and until all the flats and other premises are sold and until all the amounts in respect thereof are received, the Promoters shall not till then be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium of Apartments, as the case may be, and the Purchaser agrees and irrevocably consents not to have any demand or dispute or objection in that behalf.

11. It is expressly agreed that the right of the Purchaser under this Agreement is restricted to the said premises agreed to be acquired by the Purchaser only and all the other premises and portion or portions of the said property and the larger property and its adjoining pieces of land and open spaces, recreation grounds, path ways etc. shall forever be the sole property of the Promoters, and the Promoters shall be entitled to develop, use, possess, occupy, enjoy and/or deal with and dispose off the same in the manner deemed fit by them without any reference, interference, recourse, consent or concurrence etc. from the Purchaser and/or the society or any federation, association or organization formed by the Purchaser, in any manner whatsoever. The Purchaser hereby confirms and consents to the irrevocable right of the Promoters to construct the buildings in the project known as "MAHALAXMI NAGAR" on the said property in the manner deemed fit by the Promoters without any further or other consent or concurrence in future.
12. It is agreed that the Promoters shall always be entitled to construct one or more additional buildings or floors even after completion of the said buildings on the said property either on account of additional or increased F.S.I or Transferable Development Rights or such other benefit of any nature whatsoever that may be available from the said property, larger property, adjoining properties, other properties or elsewhere and/or on account of the amendment in the Development Control Regulation, Laws or otherwise.
13. It is agreed that specific amenities to be provided as described and listed in the Annexure of amenities hereto annexed and other common

amenities as envisaged above to be provided by the Promoters may be changed, altered or modified under the guidelines of any law, bye-laws, amendments, orders, notices, clarification under the provisions of law etc. that may be implemented from time to time from any Government, Semi-Government, Municipality, Grampanchayat, Collector Office and such other concerned authorities and also for the betterment of the project as the Promoters may deem fit and proper at all relevant times. The Promoters shall not be required to give any notice and take prior consent of the Purchaser for such change, alteration or revision of any nature whatsoever. And Purchaser hereby gives his/her/their irrevocable consent for the same.

14. The Purchaser has made inquiries, investigated and is aware of the title and rights of the Promoters to the said property. The Purchaser has agreed to acquire the said premises after thorough enquiries and investigation and after being fully aware of the rights and title of the Promoters to the said property. The Purchaser has inspected the original title certificates issued by the Advocates/ Solicitors/Legal Advisers of the Promoters. The Purchaser hereby undertakes not to raise any objection and/or requisitions to the right and title of the Promoters to the any part or portion of said Larger Property.
15. Possession of the said premises shall be delivered by the Promoters to the Purchaser after the said premises are ready for use and possession PROVIDED all the amount due and payable by the Purchaser under this Agreement are paid to the Promoters. The Purchaser shall take possession of the said premises within seven days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and possession. The Purchaser shall before taking possession of the said premises, inspect the same thoroughly and point out defects if any in amenities and facilities and will take possession only after rectification thereof if any required. In the event of the Purchaser taking possession of the said premises he should be deemed to have inspected the same thoroughly and found the same without any defect in construction and/or amenities and facilities unless otherwise recorded in writing.



16. (a) Possession of the said premises shall be delivered by the Promoters to the Purchaser tentatively by the end of \_\_\_\_\_.
- (b) The Promoters shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date, if the completion of the project is delayed, by reason of non-availability of steel and / or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and / or any other public or competent authority or financial condition/stringency of the Promoters or economy downswing in real estate or any other industry or any force majeure or vis majeure or for any other reason beyond the control of the Promoters and in any of the aforesaid events the Promoters shall be entitled to the extension of time for delivery of possession of the said premises.
17. Upon possession of the said premises being delivered to the Purchaser he/she shall be entitled to the use and possession of the said premises. The Purchaser however shall not be entitled to and shall not change the user of these premises. Upon the Purchaser taking possession of the said premises he / she shall have no claim against the Promoters in respect of any item or work in the said premises which may be alleged not to have been carried out or completed.
18. Commencing a week after notice is given by the Promoters to the Purchaser that the said premises are ready for use and possession, the Purchaser shall be liable to bear and pay all taxes and charges for electricity and other service charges and the outgoings payable in respect of the said premises mentioned in this agreement.
19. The Promoters may complete any one building and/or any part/portion of floor of building and give possession of flat therein to the purchasers of such flats and the Purchaser hereby gives his specific consent to the same. Even after the Purchaser takes possession of any flat in such part completed building, part portion or floor or otherwise, the Promoters and/or its Agents or contractors shall be entitled to carry on with the

remaining work including further and additional construction work of building consisting the said flat, the said buildings or any part thereof and if any inconvenience is caused to the Purchaser, the Purchaser shall not protest, object to or obstruct the execution of such work nor the Purchaser shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him / her or any other person.

20. After completion of a particular building, the Promoters shall intimate the Purchaser to take the possession and once 7 (Seven) Purchasers or more have taken the possession, at the request of the Promoters they will come together and form an ad hoc committee for the purpose of maintaining the building and its common amenities and such an ad hoc committee shall also collect such proportionate outgoings from all the occupants.
21. The Purchaser agrees and binds himself/ herself to pay regularly to the Promoters on yearly advance basis until the transfer of the property is executed in favour of the Co-operative Society or limited company or other legal body as the case may be the proportionate share of the maintenance/outgoings that may be decided by the Promoters or Co-operative Society or limited company or legal body or the ad hoc committee as and when formed, as the case may be in the following outgoing:
  - (a) Insurance Premium.
  - (b) All assessment bills and taxes and outgoing that may from time to time be levied against the said plots and/or buildings, water taxes and other charges.
  - (c) Out goings for the maintenance and management of the Buildings, common light and other out goings and collection charges incurred in connection with the said plots of land and common amenities provided in the entire Mahalaxmi Nagar.
  - (d) The Purchaser shall initially deposit with the Promoters before taking possession of the said Premises an amount as may be stipulated by the Promoters at the time of Possession towards the

aforesaid expenses. The said sum shall not carry interest and will remain with the Promoters until the transfer is executed in favour of a Co-operative Society, Limited Company or legal body as aforesaid and on such transfer being executed, the balance of the amount of deposit shall be paid over to the Co-operative Society, the Limited Company or legal body as the case may be. The Purchaser shall also keep deposited with the Promoters at the time of taking possession such amount as may be demanded by the Promoters towards the share money and membership fee for the Co-operative Society.

22. It is expressly agreed that the Purchaser shall pay to the Promoters the following amounts on or before taking possession.
- (a) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) for 12 (Twelve) Months  
Provisional Maintenance Deposits.
- (b) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) for 12 (Twelve) Months  
Maintenance in advance.
23. The Promoters shall maintain separate account in respect of the sums received from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or limited company or any other legal body to be formed or towards the out goings and shall utilize the amounts only for the purpose for which they have been received.
24. So long as each Purchaser in the said building shall not be separately assessed, the Purchaser shall pay proportionate part of the assessments, taxes, cesses etc. to the Promoters or the Ad hoc Committee or the Co-operative Society as the case may be whose decision shall be final and binding upon the Purchaser.
25. The Promoters shall not be liable for any loss, damage or delay due to Maharashtra State Electricity Distribution Company Limited causing delay

in sanctioning and supplying electricity or due to the Local authority concerned causing delay in giving/supplying permanent water connection/ drainage connection or such other service connections necessary for using/occupying the said Premises.

26. On completion of construction of the Building, the Promoters shall be at liberty to hand over possession of the said Premises to the Purchaser even though permanent electricity and water connections are not sanctioned by the respective authorities. The Purchaser shall not be entitled to make any claim/demand on the Promoters for the delay in getting the permanent electric and water connections. On the Promoters offering possession of the said Premises to the Purchaser, the Purchaser shall be liable to bear and pay their proportionate share in the consumption of temporary connections of electricity and water.
27. The Purchaser shall not use the said premises for any other purpose other than as a private residence and the said car-parking space/ garage for parking a motor vehicle permissible by law. The Purchaser shall under no circumstances enclose the stilt area.
28. The Purchaser shall maintain the front elevation, side elevation and rear elevation of the said premises, in the same form as the Promoters construct and shall not at any time affect / alter the said elevations in any manner whatsoever without the prior consent in writing from the Promoters. The Promoters may accept/reject such application at their sole discretion as the Promoters may deem fit and proper. Further the Purchaser shall not alter the size and position of and any of the windows of the said premises.
29. The Promoter shall fit the external grill to the windows of the design, size, material and color as may be decided by the Promoters and they shall fit it at the position and location so as the elevation and aesthetics of the said building and the complex, to appear better and similar and complying with proposed elevations of the entire township. And all the Purchasers shall pay the cost of such grill work as may be decided by the Promoters for the

said work. The Purchaser shall not question such collection of the extra grill charge which shall be applicable to all the Purchasers in common.

30. The Purchaser shall from the date of possession maintain the said premises at his / her cost in a good and tenable condition and shall not do or suffer to be done anything in or to the said premises and/or common passages, or the compound which may be against the rules or byelaws of the concerned local authorities and shall also comply with all the relevant orders and resolutions passed by the Government of Maharashtra and other concerned authorities.
31. Provided it does not in any way affect or prejudice the right of the Purchaser in respect of the said premises, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said land and/or in the building/s to be constructed thereon and also the flats/flats and other premises entirely at their own discretion and upon such terms and conditions that the Promoters shall deem fit and proper and the Purchaser will not be entitled to object to the said sale by the Promoters.
32. The Purchaser shall have no claim whatsoever except in respect of the particular flat and other premises hereby agreed to be purchased. All other open spaces, unallotted flats, stilt areas and other spaces etc. will remain the property of the Promoters until the part/whole property viz. lands and buildings are transferred to the Co-operative Society as herein mentioned but even then subject to the right of the Promoters under this Agreement.
33. The Purchaser hereby grants his/her/their irrevocable power and consent to the Promoters and agrees.
  - (a) that at all time, and even after the execution of Conveyance in favour of co-operative housing society or any other organization or person, the Promoters alone shall be entitled to all F.S.I. whether available at present or in future for any reason whatsoever including the balance F.S.I. the additional F.S.I. available under D.C. Regulations from time to time and/or by an special

concession, modification of present Rules Regulations Statutes, bye-laws etc. F.S.I. available in lieu of the road widening set back, reservation or otherwise howsoever;

- (b) that under no circumstance, and even after the execution of Conveyance in favour of co-operative housing society or any other organization or person, neither the Purchaser, nor will the said society or other organization or person, be entitled to any F.S.I. or shall have any right to consume or deal with or dispose off the same in any manner whatsoever;
- (c) to the Promoters developing the said property fully by constructing buildings/floors, additional buildings/floors additional built-up floors/structures thereon so as to avail of the full F.S.I. permissible at present or in future including for staircase, lift, passage, temporary access etc. or by loading Transferable Development Rights T.D.R. (Floor Space Index) or any other benefits in such form or nature available under the provision of law on the said property and including putting up on any additional construction, as mentioned above and Promoters selling the same and receiving and appropriating to itself the entire sale proceeds thereon without the Purchaser or other purchasers of the tenements/flats in such building and/or their common organization having any claim thereto or to any part thereof. The F.S.I. T.D.R./and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use deal, with, dispose of, sell, transfer etc. the same in manner the Promoters chooses. The Purchaser agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground on inconvenience and/or nuisance. The Conveyance of the portion of the said land with building etc. and transfer of rights of the Promoters as therein after mentioned shall be subject inter alia to the aforesaid reservation. The Promoters shall be entitled to consume the said F.S.I. by raising floor or floors or any structures or structures;
- (d) to the Promoters selling any part or portion of the said building including the open terrace, stilts or any portion thereof or any open

area of appurtenant land for exclusive use as a garden, display of advertisements, hoarding, parking or as same may be convenient;

- (e) not to raise any objection or interfere with Promoter's right reserved hereunder;
  - (f) to execute, at once if any further or other writing, documents etc. as may be required or necessary for the purpose and intent of this agreement;
  - (g) to do all other acts, deeds, things and matter which the Promoters in their absolute discretion may deem fit for putting into complete effect the provision of this agreement; The aforesaid consent and agreement shall remain valid continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser and/or possession of the said property is handed over to the society of the Purchaser of premises and to whosoever acquire the premises from the persons signing agreement.
34. Nothing contained in these presents is intended to be nor shall be construed to be grant, demise or assignment in law of the said premises or of the said land, hereditaments and premises or any part thereof or of the said buildings thereon or any part thereof. Nothing contained herein shall deprive the Promoters of their rights to be let out hoarding for advertisement from the compound of the buildings. It is expressly agreed that the Promoters shall be entitled to sell to any person/s Hoarding rights (including rights to put up Hoarding in the compound and on the terrace on anywhere as may be intended by the Promoters).
35. The parties hereto specifically declare and confirm that this Agreement is not an agreement to sell an immovable property or conveyance within the meaning of the terms under the Bombay Stamp Act 1958 and no interest in the immovable property is or is intended to be transferred to or vested inter-vivos in the Purchaser.

36. The Purchaser by himself/herself with intention to bind all persons into whose hands the said premises may hereinafter come, hereby agrees, undertakes and covenants with the Promoters as follows:
- (a) To maintain the premises at the Purchaser's own cost in good tenable repair and condition from the date of possession of the said premises is taken and not do or suffered to be done anything in or to the building in which the said premises is situated, staircase or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building in which the premises is situated or the premises itself or any part thereof.
  - (b) Not to store in the premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the stair cases, common passages or any other structure of the building in which the said premises is situated and in case any damage is caused to the building in which the premises is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach. And the Purchaser of flat/other premises shall not be allowed to use the premises for any purpose/use other than what is permitted under law and/or by the Promoters and/ or the Society and/or the Limited Company and/or the Ad-hoc committee as the case may be. And the Purchaser/s shall also not make any of such other use which may cause inconvenience and/or nuisance to the other Purchasers.
  - (c) To carry out at their own costs all internal repairs to the said premises and maintain the premises in the same conditions, state and order in which it was delivered to the Purchaser and not do or suffer to be done anything in or to the building in which the said premises is situated or in the premises which may be against the



rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (d) Not to demolish or cause to be demolished the 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 said premises or any part thereof nor any alteration in which the elevation and outside colour scheme of the building in which the said premises is situated is affected and keep the portion, sewers, drains, pipes in the said premises 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 said premises is situated and not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural chambers in the said premises without the prior written permission of the Promoters and/or the Society and/or the Limited Company and/or the concerned local authorities and/or any other public bodies.
- (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 the building in which the said premises is situate or any part thereof or whereby any increase in the 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 premises into the compound or any portion of the said property and/or the larger property or the adjacent buildings or open spaces and the building in which the said premises is situated.
- (g) Pay within 10 days of demand, their share of security deposit demanded by any concerned local authority or government for

giving water, electricity or any other service connection to the building in which the said premises is situated.

- (h) 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.
- (i) The Purchaser shall not let, sublet, sell, mortgage and/or otherwise transfer, assign or part with the Purchaser's interest or benefit under this Agreement without obtaining the previous consent in writing of the Promoters.
- (j) The Purchaser shall observe and perform all the rules and regulations which the Society or Limited Company may have 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 premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the possession and use of the premises 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.
- (k) The Purchaser shall permit the Promoters their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and buildings or any part thereof to view and examine the state and condition thereof or for any other purposes.
- (l) The Purchaser shall not at any time cause or permit any public or private nuisance in or upon the said premises, building, said property, open spaces and/or the larger property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the Promoters or to the occupants of the neighboring properties / buildings.

37. The Purchaser and the persons to whom the said premises are let, sublet, transferred, assigned or given possession of with the prior consent of the Promoters, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters and/or Co-operative Society may require for safe guarding the interest of the Promoters and/or of the other Purchasers in the said building/project.
38. The Purchaser and the persons to whom the said premises are let, sublet, transferred, assigned or given possession of with the prior consent of the Promoters shall observe and perform all the bye-laws and / or the rules and regulations which the Co-operative Society at registration may adopt and the additions, alterations or amendments, thereof, for protection and maintenance of the said building and the premises therein and/or in the compound and for the observance and carrying out of the Building Rules and Regulations, the Byelaws for the time being of the Collector Raigad, Alibag and other public bodies. The Purchaser and the persons to whom the said premises are let, sublet, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid down by such Co-operative Society and/or the Government of Maharashtra and/or the Promoters as the case may be, regarding the possession and uses of the buildings and the premises therein and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.
39. The Purchaser hereby agrees and undertakes to be a member of the Co-operative Society to be formed in the manner herein appearing and also from time to time sign and execute all applications for registration and for formation and the registration and for membership and other papers and documents necessary for becoming a member, including the bye-laws of the proposed society and duly filled in, sign and return the same to the Promoters within 10 (ten) days of the same being sent by the Promoters to the Purchaser. 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 any other competent authority. The Purchaser shall be bound from time to time to

sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Promoters and of the other Purchaser of the other premises in the building.

40. The Purchaser hereby covenants that from the date on which possession, of the said premises are offered he/she shall keep the said premises, the wells and partition wall, sewers, drains, pipes and appurtenance thereof belonging in good tenable repair and shall abide by the conditions of the Government or the Maharashtra State Electricity Board and any other authorities and local bodies and shall attend, answer and will be responsible for all violation of any such conditions or rules or bye-laws.
41. It is expressly agreed that the Promoters shall always have a right and be entitled, even after the execution of the Deed of Conveyance in respect of the said property and the buildings constructed thereon, to put a hoarding on the said property or any parts of the building or buildings including on the terrace and on the parapet wall of the said Buildings and the said hoardings may be illuminated or comprising of neon sign and for that purpose the Promoters are fully entitled to and authorized to construct or allow temporary or permanent construction or erection for installation either on the exterior of the said buildings or on the said property as the case may be and further the Promoters shall be entitled to use and allow to third parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment radio turnkey equipment, wireless equipment etc. The Purchaser and/or the organization of Purchasers agrees not to object or dispute the same. It is expressly agreed between the parties hereto that the Promoters are entitled to transfer, assign and/ or deal with or dispose off its rights under this clause to any person or persons.
42. As and when a Co-Operative Society or Federation of Societies or such other body of the Purchasers are formed and registered the rights of the Purchaser, as the Purchaser of the said premises will be recognized and regulated by the provisions of the said Cooperative Society and the Rules

and Regulations framed by them but subject to the terms of this agreement.

43. On the completion of the said building, the Promoters shall cooperate with the Purchasers in forming, registering or incorporating a Co-operative Society, the rights of members of the Co-operative Society being subject to the rights of the Promoters under this Agreement and the Conveyance to be executed in pursuance hereof. When the Co-operative Society, is registered and when all the amounts due and payable to the Promoters in respect of all the flats and other premises in the said Building are paid in full as aforesaid, and when the construction of all the building/s proposed by the Promoters on the said property are completed the Promoters shall at the instance and discretion of the Promoter (subject to his obtaining the permission required under the law and rules and regulations) execute / get executed the necessary Conveyance of the said property together with the said building/s in favour of such Co-operative Society/s. The Purchaser shall not raise any objections regarding the areas permitted to be conveyed.
44. Notwithstanding anything to the contrary, the Promoters shall be entitled to decide at their sole discretion and the Purchaser shall be bound thereby, to cause one or more separate body or bodies of Purchasers formed of one or more building or buildings thereof and to cause to be transferred by way of one or more lease or leases or otherwise in any suitable and permissible manner the undivided portion of land beneath such structure or structures together with the minimum required land appurtenant thereto at a nominal rent and for such term and conditions and covenants as the Promoters may deem fit and proper. The Promoters shall also be entitled to decide upon the manner in which and the body by which the infrastructural and/or common facilities will be regulated and managed and the Purchaser is bound thereby.
45. The Promoters may decide to obtain instead sector wise Conveyance jointly in favour of one or more societies of the buildings situated in such sector.

46. None of the society or its body shall be entitled to any FSI exceeding the FSI consumed in such building and that all the remaining FSI and right to consume the same including as and by way of addition to such building horizontally or vertically will belong to the Promoters.
47. In the event of the Society being formed and registered before the sale and disposal by the Promoters of all the flats and other premises in the building the power and authority of the society so formed and/or of the Purchaser and/or Purchasers of the other flats in the said building shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards as unsold flats and other premises and the areas underneath the stilts and the disposal thereof. The Promoters shall be liable to pay only the Municipal taxes at actual in respect of the unsold flats and other premises, then and in such case, the Promoters shall join in as the Promoters / Member in respect of such unsold premises as and when such premises are sold to the persons of the choice and at the discretion of the Promoters, the Co-operative Society shall admit as members the Purchaser of such premises without charging any premium or donation or any other extra payment in any manner and without any objection for admission of such purchase as the member of the said society.
48. Legal Consultants of the Promoters shall prepare and/or approve as the case may be, the Deed of Conveyance and all other documents to be executed in pursuance of the agreement as also the bye-law in connection with the formation, registration and/or incorporation of the Co-operative Society. All costs, charges and other expenses in connection with the preparation and execution of the Deed of Conveyance and other documents and formation and registration of the Co-operative Society shall be borne, shared and paid by all the Purchasers of the said building in proportion to the respective lump sum purchase price of their respective premises and/ or paid by such Co-operative Society. Such amount shall be kept deposited by the Purchaser with the Promoters one week before

the time of taking possession of the said premises and the said amount shall not bear any interest.

49. The stamp duty and registration charges in respect of the sale of the said premises shall be borne and paid by the Purchaser only. It is also agreed by the Purchaser that any taxes, levy, duty, charge etc. in any form or nature including value added tax and/or service tax and/or any indirect tax as may be imposed and/or collected by any Government, Semi Government and/or any other concerned authorities of and incidental to this agreement and/or any document executed in pursuance of the sale of the said premises shall be borne and paid by the Purchaser only. It shall be the responsibility, obligation and liability of the Purchaser to lodge this agreement for registration. In the event the said agreement is not lodged for registration by paying the appropriate stamp duty as may be applicable under the law, the Purchaser only shall be liable to bear and pay the fines, penalty etc. and entirely at his/her/their own risk. In compliance with the obligations under the law, the Promoters will attend the office of the Sub-Registrar of assurance, And admit execution of this Agreement and so as to get the same registered, after the Purchaser inform the Promoters in writing the number under which it is lodged and forwarding the photo copy of the Receipt issued by the Sub-Registrar of Assurance.
50. If at any time any further development tax and/or charges, and/or betterment charges or other levy are charged, levied or sought to be recovered by the Collector, Raigad, Alibag, Government and/ or any other public authority in respect of the said land and/or the building and/or the approval of construction or possession thereof the same shall be borne and paid by all the Purchasers in proportion to the respective area of their respective premises.
51. The Purchaser agrees and binds himself to pay to the Promoters their provisional monthly contribution of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_  
Only) per month towards the aforesaid outgoing and provisional maintenance charges (referred to in Clause \_\_\_\_\_ above) from the date as provided herein above and payable for 12 (Twelve) months regularly in

advance till such time as the said property is transferred to Co-operative Society and he/she shall not with-hold the same for any reason whatsoever.

52. If for any reason prior to the completion of the said building at the instance and discretion of the Promoters and upon the receipt by the Promoters of the total consideration money receivable by them, a Deed of Conveyance is executed in favour of the Co-operative Society and if on the date of such conveyance the said building is not fully constructed and/or fully completed and/or if the building and/ or other portion of the said property has or have not been disposed off by the Promoters on ownership basis, or if the Promoters have not obtained in full the consideration money receivable by him from all persons who obtained the flats and other premises etc. and other portions in the said property, then and in such event, the Promoters shall have the right to construct and complete the said building and to dispose off the unsold flats and other premises etc. and/or with other portions of the said property and / or to receive the consideration money even though such Conveyance is obtained in favour of the Co-operative Society. Adequate covenants and provisions for the above shall be made in the Deed of Conveyance.

53. All notices to be served upon the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by prepaid post, under certificate of posting or courier at his/her address specified below:

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54. The Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good, within 3



(Three) months of the Promoters giving a notice, all defects, decays and work of repairs of which such notice in writing shall be given by the Promoters to the Purchaser and also for the purpose of repairing any part of the building and for the purpose of making, repairing maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service, drains, pipes, cables, water courses, gutters, wires, partition, walls or structure or other convenience belonging to serving or used for the said building and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

55. It is also understood and agreed by an between the parties hereto:
- (a) that the terrace space in front of or adjacent to the flats in the said building, if any, and the terrace above the row houses shall belong exclusively to the respective Purchaser of the said flat/ row house if allotted by the Promoters and such terrace spaces are intended for the exclusive use of the respective terrace flat/ row house Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the society or as the case may be.
  - (b) that the lump sum purchase price mentioned hereinabove is purely on lump sum basis and no dispute whatsoever shall be entertained at any time relating to lump sum purchase price. The Aggregate areas mentioned herein for flats/ premises shall be used for determining the proportionate distribution amongst the various flats holders of any common expenses incurred or to be incurred on the whole of building and land and which distribution is otherwise not specified anywhere else.
  - (c) that irrespective of disputes if any, which arise between the Purchaser and the Promoters and/or the said Co-operative Society all amounts, contributions and deposits including amounts payable by the Purchaser to the Promoters under this Agreement shall

always be paid punctually by the Purchaser to the Promoters and shall not be with held by the Purchaser for any reason whatsoever.

56. That the entire township shall be always known as "MAHALAXMI NAGAR", and the name of the Co-operative Society or Federation of the Society or Ltd. Company or Condominium of Apartments to be formed shall always bear the said name and this name shall not be changed without the written permission of the Promoters.
57. Notwithstanding anything contained in this Agreement or any other documents to be executed in future in respect of the said premises, the Promoters shall have a first charge on the said premises agreed to be acquired by the Purchaser for recovery of all the amounts payable by the Purchaser to the Promoters under this Agreement or otherwise.
58. The Purchaser hereby agrees that even after the Society or other organization is formed and/or Conveyance is executed, the Promoters will not be liable or required to pay any maintenance charges for the retained, unsold premises / flat and the Purchaser / Society / Other organization shall not charge or recover the same from the Promoters.
59. The Purchaser shall not let, sub-let, transfer or assign or part with possession of the said premises without the prior consent in writing of the Promoters or the Ad hoc Committee or the Police authorities and until all the dues payable by him/her/them to the Promoters under this Agreement are fully paid. The Purchaser 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 and/or the Co-operative Society or limited company and/or legal body as the case may require for safe guarding the interest of the Promoters and/or the other Purchaser in the said building.
60. The Purchaser hereby gives his/her/their express consent to the Promoters to raise any loans against the said plots and/or the said buildings under construction save and except the above said flat/other premises and to mortgage the same with any bank(s) or any other

financial institutions or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expense on or before the formation of the Co-operative Society or other legal body.

61. The Promoters shall not be bound to carry out any extra additional work for the Purchaser without there being a written acceptance by the Promoters to carry out the said additional extra work for the Purchaser 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 the Purchaser shall deposit the amount within seven days from the date when the Promoters inform the Purchaser the estimated cost for carrying out the said additional extra work. If the Purchaser fails to deposit the estimated cost for carrying out the said additional extra work of the Purchaser agreed to be carried out by the Promoters, then the Promoters shall not be liable to carry out the additional/extra work in the premises of the Purchaser.
62. The Purchaser shall at no time demand partition of his/her/their interest of premises in the building. It is hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Purchaser that the Promoters shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Purchaser.
63. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.
64. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Rules 1964 and any other provisions of law applicable thereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

ALL THOSE piece or parcels of land or ground situated lying and being at Nere Village in Panvel Taluka, District Raigad and in the Registration Sub-District and District Raigad bearing the following Survey Numbers and Hissa Numbers and area as under, hereinabove called as “the larger property”.

| <b>Sr. No.</b> | <b>Survey No.</b> | <b>Hissa No.</b> | <b>Area in Sq. Mts.</b> |
|----------------|-------------------|------------------|-------------------------|
| 1.             | 238               | 1                | 4030                    |
| 2.             | 247               | 0                | 4120                    |
| 3.             | 373               | 0                | 5140                    |
| 4.             | 373               | 0                | 5000                    |
| 5.             | 376               | 1/2              | 2500                    |
| 6.             | 249               | 02               | 2600                    |
| 7.             | 238               | 2                | 2070                    |
| 8.             | 232               | 0                | 2480                    |
| 9.             | 242               | 0                | 1440                    |
| 10.            | 243               | 2                | 3620                    |
| 11.            | 234               | -                | 3740                    |
| 12.            | 371               | 0                | 7080                    |
| 13.            | 368               | 2B               | 3800                    |
| 14.            | 368               | 1                | 2640                    |
| 15.            | 233               | 1                | 2430                    |
| 16.            | 368               | 3/1              | 2500                    |
| 17.            | 368               | 2A/2             | 2960                    |
| 18.            | 9, 17, 18, 19     | 1A ,1, 0, 0      | 5100                    |
| 19.            | 374               | 0                | 3790                    |
| 20.            | 368               | 2K               | 1100                    |
| 21.            | 370               | 0                | 6500                    |
| 22.            | 370               | 0                | 1740                    |
| 23.            | 233               | 2                | 2150                    |
| 24.            | 376               | 1B               | 2400                    |
| 25.            | 376               | 1A               | 5240                    |
| 26.            | 9                 | 1B               | 3800                    |

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|                             |         |      |               |
|-----------------------------|---------|------|---------------|
| 27.                         | 1- Plot | 1    | 398           |
| 28.                         | 21      | 4    | 4910          |
| 29.                         | 368     | 1    | 1100          |
| 30.                         | 9       | 2    | 2000          |
| 31.                         | 16      | 0    | 830           |
| 32.                         | 2       | 0    | 3110          |
| 33.                         | 3       | 0    | 3600          |
| 34.                         | 1       | 0    | 398           |
| 35.                         | 248     | 1    | 220           |
| 36.                         | 375     | 1    | 100           |
| 37.                         | 5       | 0    | 2300          |
| 38.                         | 368     | 2A/1 | 3000          |
| 39.                         | 20      | 1    | 5180          |
| <b>Total Land Purchased</b> |         |      | <b>117116</b> |

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

ALL THOSE piece or parcels of land or ground situated lying and being at Nere Village in Panvel Taluka, District Raigad and in the Registration Sub-District and District Raigad bearing the following Survey Numbers and Hissa Numbers and area as under, hereinabove called as “the said property”.

| <b>Survey and Hissa Nos.</b> | <b>Area in Sq. Mts.</b> |
|------------------------------|-------------------------|
| 233/1                        | 2430                    |
| 234                          | 3740                    |
| 238/1                        | 4030                    |
| 238/2                        | 2070                    |
| 242/0                        | 1440                    |
| 232                          | 2480                    |
| 243/2                        | 3620                    |
| 247/0                        | 4120                    |
| 249                          | 2600                    |
| 371/0                        | 7080                    |
| 373                          | 10140                   |
| 376/ ½                       | 2500                    |
| 374/0                        | 3790                    |
| 370/0                        | 6500                    |
| 370/0                        | 1740                    |
| 233/2                        | 2150                    |
| <b>Total</b>                 | <b>60430</b>            |

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands to this writing on the day and the year first hereinabove written.

SIGNED, SEALED & DELIVERED )  
By the Withinnamed "Promoters". )  
M/S. MAHALAXMI DEVELOPERS )  
Through its Partner/Authorised signatory )

For Mahalaxmi Developers

A A. Mehta

Partner

ANISH A MEHTA

In the presence of : )  
)  
)

SIGNED, SEALED & DELIVERED BY )  
By the Withinnamed Purcher/s )

1) \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

2) \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

In the presence of : )  
)  
)

**R E C E I P T**

RECEIVED of and from the withinnamed Purchaser \_\_\_\_\_  
\_\_\_\_\_, a sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) by Cheque/D.D. No. \_\_\_\_\_ dated \_\_\_\_\_  
drawn on \_\_\_\_\_, branch \_\_\_\_\_  
being the amount of earnest money/deposit/part payment/full payment of the total  
consideration amount as stated hereinabove.

**We say received**

**For MAHALAXMI DEVELOPERS  
(Partner/Authorised Signatory)  
(Promoters)**

**Witness:**

**1.**

**2.**



**ANNEXURE "A"**

Statement/List of the Land Purchase

**ANNEXURE "B -1", "B - 2", "B - 3", B-"4" & B-"5"**

Certificates of Title from Advocate

**ANNEXURE "C - 1", "C - 2" "C - 3" & "C-4".**

N.A. Orders with Building Permissions from Collector Raigad, Alibag.

**ANNEXURE "D - 1"**

Specification and amenities for the Flat

**ANNEXURE "E - 1"**

Copy of the Plan of the said Flat

| <b>Sr. No.</b> | <b>Seller's Name</b>                      | <b>Survey / Hissa No.</b> | <b>Area in Sq. Mts.</b> |
|----------------|---|---------------------------|-------------------------|
| 1.             | Vikram Singh F. Chavan                    | 238 / 1                   | 4030                    |
| 2.             | Swarnalata Iyer                           | 247 / 0                   | 4120                    |
| 3.             | L. R. Venkatraman                         | 373 / 0                   | 5140                    |
| 4.             | Rekha V. Potdar                           | 373 / 0                   | 5000                    |
| 5.             | Vaman G. Waghmare                         | 376 / 1 / 2               | 2500                    |
| 6.             | Ashok R. Gupta                            | 249 / 0                   | 2600                    |
| 7.             | Raju R. Gupta                             | 238 / 0                   | 2070                    |
| 8.             | Sanjay M. Potdar & Arvind L. Patil-Patkar | 232 / 0                   | 2480                    |
| 9.             | Arvind L. Patil-Patkar & Moreshwar Potdar | 242 / 0                   | 1440                    |
| 10.            | Arvind L. Patil-Patkar & Moreshwar Potdar | 243 / 2                   | 3620                    |
| 11.            | Laxman K. Patil                           | 234                       | 3740                    |
| 12.            | L. R. Venkatraman                         | 371 / 0                   | 7080                    |
| 13.            | L. R. Venkatraman                         | 368 / 2B                  | 3800                    |
| 14.            | L. R. Venkatraman                         | 368 / 1                   | 2640                    |
| 15.            | L. R. Venkatraman                         | 233 / 1                   | 2430                    |
| 16.            | L. R. Venkatraman                         | 368 / 3 / 1               | 2500                    |
| 17.            | L. R. Venkatraman                         | 368 / 2A / 2              | 2960                    |
| 18.            | Vinay S. Agarwal                          | 9/1A, 17/1,<br>18/0, 19/0 | 5100                    |
| 19.            | Narayan Janu Baikar                       | 374/0                     | 3790                    |
| 20.            | L. R. Venkatraman                         | 368/2K                    | 1100                    |
| 21.            | Dhanaram H. Choudhary                     | 370/0                     | 6500                    |
| 22.            | Shantaram Nago Mhatre                     | 370/0                     | 1740                    |
| 23.            | Gopal Mahadu Thakur                       | 233/2                     | 2150                    |
| 24.            | Balu Budhaji Patil                        | 376/1B                    | 2400                    |
| 25.            | Parvatibai S. Mhaskar                     | 376/1A                    | 5240                    |
| 26.            | Pandurang R. Patil                        | 9/1B                      | 3800                    |
| 27.            | Meena M. Mokal                            | 1/0, Plot-1               | 398                     |
| 28.            | Shantaram K. Mestri                       | 21/4                      | 4910                    |
| 29.            | Sanjay Shankar Mhaskar                    | 368/1                     | 1100                    |
| 30.            | Seema Bhoir                               | 9/2                       | 2000                    |
| 31.            | Chandrakant S. Shirsagar                  | 16/0                      | 830                     |

|              |                       |          |               |
|--------------|-----------------------|----------|---------------|
| 32.          | Jagannath N. Jadhav   | 2/0      | 3110          |
| 33.          | Indu Gopal Ghadge     | 3/0      | 3600          |
| 34.          | Vivek Govind Velenkar | 1/0      | 398           |
| 35.          | Dhanaram Choudhary    | 248/1    | 220           |
| 36.          | Balu Budhaji Patil    | 375/1    | 100           |
| 37.          | Suresh Bama Patil     | 5/0      | 2300          |
| 38.          | Anant Bhaga Bamugade  | 368/2A/1 | 3000          |
| 39.          | Vinod Rama Patil      | 20/1     | 5180          |
| <b>Total</b> |                       |          | <b>117116</b> |