

!! SHREE !!

AGREEMENT FOR SALE

(In respect of Flat No. _____ admeasuring area, _____ sq. Mtrs. (Carpet), as shown in the Floor Plan thereof, on _____ **Floor**, of the **Building No.** _____, in **Wing** - _____ and the Building Complex to be known as **“RIVER SIDE GREENS”** being constructed on non agricultural land bearing Gat No. 54/1 TO 5, Gat No. 55/3 & Gat No. 55/4 situate at Village-Umroli, within the limits of Talathi Saja Vaje, Taluka and Registration Sub District Panvel, District and Registration District Raigad).

This Agreement is made and entered into at Panvel, this _____ day of _____ 20____.

BETWEEN

M/s. GROW PLUS INFRA, a Partnership Firm duly Registered under the provisions of the Partnership Act, 1932 having its Office at B-12, Khosravi Estate, 825, S.K.Bole Road, Agar Bazar, Dadar (W), Mumbai – 400 028., hereinafter for the sake of brevity called & referred to as the **“PROMOTER - BUILDERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors and administrators of such survivor his or her assigns) of the **ONE PART**.

AND

1) _____, Age _____ years, **PAN No.** _____ **Occupation**
- _____, Indian Inhabitant, Residing at _____

2) _____, Age _____ years, **PAN No.** _____ **Occupation**
- _____, Indian Inhabitant, Residing at _____.

hereinafter called & referred to as the **“PURCHASER/S”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators, assigns, successors) of the **OTHER PART**.

WHEREAS:

- 1) Shri. Marya Dundrya Madhvi was recorded as protected tenant of agriculture land bearing Survey/Gat No.28/7, 29/3, 47/1, 54/1 to 5 & 55/3, situate at Village-Umroli, Taluka-Panvel, District-Raigad, vide **Mutation Entry No.247**, dated.03/07/1948.
- 2) **AND WHEREAS Mutation Entry No.253 & 257** are not related to the present Gat No.54/1 to 5, 55/3 & 55/4 situate at Village-Umroli, Taluka-Panvel, District-Raigad.
- 3) **AND WHEREAS** the agriculture land bearing **Gat No.54, Hissa No. 1 TO 5** admeasuring 0 Hector 98 Ares 1 Points, assessed at Rs. 06=91 situate at Village-Umroli, Taluka-Panvel, District-Raigad along with the other agriculture land bearing Gat No.55/3, 55/4, & 41/0 situate at Village-Umroli, Taluka-Panvel, District-Raigad, were given to the share of Shri. Waman Bhaskar Mule, according to the Oral Partition on 01/01/1950 by and between 1) Shri. Waman Bhaskar Mule 2) Shri. Bhaskar Waman Mule & 3) Shri. Vasant Bhaskar Mule, vide **Mutation Entry No.263** dated. 07/02/1950, which was certified by concerned revenue officer on 04/04/1956.
- 4) **AND WHEREAS** according to Government Resolution bearing No. 5864, dated. 25/04/1949, the area of the land bearing Gat No.55/3 was less as compared to prescribed limit, and therefore recorded as fragment; vide **Mutation Entry No.277**, dated. 16/12/1951.
- 5) **AND WHEREAS** according to Certificate, dated. 26/09/2011, issued by concerned Revenue Officer, stating that original copy of Extract pertaining to the **Mutation Entry No.309** cannot be made available as it is not visible.
- 6) **AND WHEREAS** it was revealed in the proceeding under Section 32G, that Smt. Budhi Dundrya Madhvi is not cultivating agriculture land bearing Gat No.54/1 to 5 & Gat No.55/3 situate at Village-Umroli, Taluka-Panvel, District-Raigad as tenant thereof, and according to Order under its Reference No. 32G, Umroli, dated. 22/02/1968 passed by the Additional Tahasildar, Panvel, her name was deleted;

vide **Mutation Entry No. 487**, dated. 10/11/1972, which was duly certified by Circle Officer on 05/09/1973.

- 7) **AND WHEREAS** according to Order under its Reference No. 32G 1/14/3 passed by Additional Tahasildar, Panvel, under restricted tenure, name of Budhi Dundrya Madhavi, being tenant was recorded in the occupant's column and Shri. Waman Bhaskar Mule, being land lord and charge in respect of an amount of Rs. 1223/- being purchase price, was recorded in the other right column, pertaining to Gat No.54/1 & Gat No.55/3 situate at Village - Umroli, Taluka-Panvel, District-Raigad, vide **Mutation Entry No.504**, dated 12/07/1973. However, according to the Order, dated 02/08/1974 passed by Maharashtra Revenue Tribunal, Mumbai in Tenancy Appeal No. 289/74, the said Mutation Entry No.504 was cancelled.
- 8) **AND WHEREAS** by and under, Sale Deed dated. 28/09/2011 executed and entered into between Shri. Waman Bhaskar Mule (therein referred to as 'Lihun Denar' and hereinafter referred to as 'the Original Owner') of One Part and (i) Sou. Seema Mohan Shetty & (ii) Shri.Pankaj Jeevraj Khajanchi (therein referred to as 'Lihun Ghenar') of the Other Part, whereby the said Original Owner i.e. Shri. Waman Bhaskar Mule sold, transferred, conveyed and assured unto the said (i) Sou. Seema Mohan Shetty & (ii) Shri. Pankaj Jeevraj Khajanchi, all that pieces and parcels of agricultural land bearing Gat No. 54, Hissa No. 1 TO 5 admeasuring 0 Hecter 98 Ares 1 Points, assessed at Rs. 06=91, Gat No.55, Hissa No.3 admeasuring 0 Hecter 12 Ares 0 Points, assessed at Rs.00=22 & Gat No.55, Hissa No.4 admeasuring 0 Hecter 37 Ares 0 Points, assessed at Rs.00=60 situate at Village-Umroli, within the limits of Talathi Saja Vaje, Taluka and Registration Sub District Panvel, District and Registration District Raigad at the price and on the terms and conditions recorded therein.
- 9) **AND WHEREAS** the aforesaid Sale Deed dated. 28/09/2011 is duly stamped & registered under Serial No. Paval-3-9629-2011 on 28/09/2011 with the Joint Sub Registrar, Panvel and the concerned Registering Authority has also used Index -II thereof.
- 10) **AND WHEREAS** the said (i) Sou. Seema Mohan Shetty & (ii) Shri. Pankaj Jeevraj Khajanchi, having paid the entire consideration amount to the Original Owner in respect of the said Property under the aforesaid Sale Deed, dated. 28/09/2011, became the absolute Co-owners/Co-sharers of the said Property, therefore, the Original Owner has also, handed over the actual, peaceful and physical possession of the said Property to the said (i) Sou. Seema Mohan Shetty & (ii) Shri. Pankaj Jeevraj Khajanchi, for their exclusive use, occupation, possession and to derive all the benefits as the Co-owners/Co-sharers thereof.
- 11) **AND WHEREAS** by and under, Deed of Rectification, dated. 17/01/2012 executed and entered into between Shri. Waman Bhaskar Mule (therein referred to as 'Lihun Denar' and hereinafter referred to as 'the Original Owner') of One Part and (i) Sou. Seema Mohan Shetty (ii) Shri. Pankaj Jeevraj Khajanchi (iii) Shri. Ram Shamdas Manik & (iv) Shri. Laxman Shamdas Manik (therein referred to as 'Lihun Ghenar') of the Other Part, a Registered Deed of Sale, dated. 28/09/2011 was rectified and the Other Part has declared, *inter alia*, that they have purchased the said pieces or parcels of land for the partnership business of M/s. Grow Plus Infra, Partnership Firm and have contributed their respective shares in the aforesaid pieces of land as their capital contribution and thereby also added name of other 2 partners of the said M/s. Grow Plus Infra, Partnership Firm, i.e. (i) Shri. Ram Shamdas Manik (ii) Shri. Laxman Shamdas Manik along with (i) Sou. Seema Mohan Shetty & (ii) Shri. Pankaj Jeevraj Khajanchi, in the recital of said registered sale deed and also substituted by its correct Payment Schedule.

- 12) **AND WHEREAS** the aforesaid Deed of Rectification, dated. 17/01/2012 is duly stamped & registered under Serial No. Paval-1-778-2012 on 17/01/2012 with the Joint Sub Registrar, Panvel and the concerned Registering Authority has also used Index -II thereof;
- 13) **AND WHEREAS** by virtue of said registered Sale Deed, dated. 28/09/2011 & Deed of Rectification, dated.17/01/2012, the said lands stands in the name of (i) Sou. Seema Mohan Shetty (ii) Shri. Pankaj Jeevraj Khajanchi, (iii) Shri. Ram Shamdas Manik & (iv) Shri. Laxman Shamdas Manik on the 7/12 Extract and other concerned revenue record, vide **Mutation Entry No.1031**, dated. 01/03/2012, which was duly certified by the Circle Officer on 28/05/2012.
- 14) **AND WHEREAS** by an application dated. 17/02/2012 (i) Sou. Seema Mohan Shetty (ii) Shri. Pankaj Jeevraj Khajanchi, (iii) Shri. Ram Shamdas Manik & (iv) Shri. Laxman Shamdas Manik, lawful owners in possession of the said land had applied to the Hon'ble Collector, Raigad-Alibag for grant of permission for conversion of said agricultural land bearing Gat No.54, Hissa No. 1 TO 5 admeasuring 0 Hectore 98 Ares 1 Points, assessed at Rs. 06=91, Gat No.55, Hissa No.3 admeasuring 0 Hectore 12 Ares 0 Points, assessed at Rs.00=22 & Gat No.55, Hissa No.4 admeasuring 0 Hectore 37 Ares 0 Points, assessed at Rs.00=60 situate at Village-Umroli, within the limits of Talathi Saja Vaje, Taluka and Registration Sub District Panvel, District and Registration District Raigad, into non agriculture for construction of building for residential purpose. The Hon'ble Collector, Raigad-Alibag, upon due enquiry and after considering the recommendation from the Assistant Director, Town Planning, Raigad-Alibag, and also after taking into consideration various NOCs from the concerned authorities had granted its permission under the provisions of Section-44 of Maharashtra Land Revenue Code, 1966 and under the provisions of Maharashtra Regional Town Planning Act, 1966, for conversion of said land from agriculture into non agriculture and also granted for construction of building for residential purpose for area admeasuring 01 Hectore 30 Ares 04 Point out of the total area of said land i.e. 01 Hectore 47 Ares 01 Point, vide Order under its Reference No. Masha/LNA1(B)SR43/2012, dated. 30/01/2013, vide Mutation Entry No. 1087, dated. 01/03/2013, which was duly certified by the Circle Officer, Morbe on 25/03/2013.
- 15) **AND WHEREAS** by an application dated. 31/01/2013 (i) Sou. Seema Mohan Shetty being one of the lawful owners in possession of the said non agriculture land had applied to the Airport Authority of India, Western Region, HQRS, for grant of their No Objection Certificate for construction of building on the said land and accordingly the said authority has issued NOC for HEIGHT CLEARANCE by its letter under Reference No. BT-1/NOC/MUM/13/NM/NOCAS/138 on 12/04/2013 upon terms and conditions which are more particularly mentioned in it.
- 16) **AND WHEREAS** Sou. Seema Mohan Shetty & Shri. Pankaj Jeevraj Khajanchi were the co-owners each having undivided 1/4 share and seized and possessed of or otherwise well and sufficiently entitled to all that pieces and parcels of agricultural land bearing Gat No.54, Hissa No. 1 TO 5 admeasuring 0 Hectore 98 Ares 1 Points, assessed at Rs.06=91Ps, Gat No.55, Hissa No.3 admeasuring 0 Hectore 12 Ares 0 Points, assessed at Rs.00=22Ps., & Gat No.55, Hissa No.4 admeasuring 0 Hectore 37 Ares 0 Points, assessed at Rs.00=60Ps., situate at Village-Umroli, within the limits of Talathi Saja Vaje, Taluka and Registration Sub District Panvel, District and Registration District Raigad. (hereinafter referred to as "the said Land").
- 17) **AND WHEREAS** Sou. Seema Mohan Shetty & Shri. Pankaj Jeevraj Khajanchi each

have undivided 1/4 share in the said land. And the other co-sharers namely Shri. Ram Shamdas Manik & Shri. Laxman Shamdas Manik are also having undivided 1/4 share each in the said land.

- 18) **AND WHEREAS** Sou. Seema Mohan Shetty was not interested in the said premises and therefore desired to release her undivided 1/4 share, right, title and interest in the said land without any monetary consideration in favour of Shri. Pankaj Jeevraj Khajanchi.
- 19) **AND WHEREAS** by Deed of Release, dated.10/02/2014, Sou. Seema Mohan Shetty renounced and released her undivided 1/4 share, right, title and interest in the said land more particularly described in the First Schedule of the Property hereunder written and all the rights, benefits and privileges directly and/or indirectly attached to the said land in favour of Shri. Pankaj Jeevraj Khajanchi absolutely to the intent and purpose that her undivided 1/4 share in the said land shall thereafter vest in and belong absolutely to him to the exclusion of her and all persons claiming under her. The aforesaid Deed of Release, dated.10/02/2014 is duly stamped & registered under Serial No.Paval-4-4899-2014 on 03/05/2014 with the Joint Sub Registrar, Panvel-4 and the concerned Registering Authority has also issued Index -II thereof;
- 20) **AND WHEREAS** by virtue of the said registered Deed of Release, dated.10/02/2014 (Document No.4899/2014, dated.03/05/2014), a copy of Index-II pertaining to the said document and in accordance with the vardi/statement given by the parties thereto to the said deed, the concerned Revenue Officer had effected a Mutation Entry No.1147, dated.16/07/2014 which was duly certified by the Circle Officer, Morbe, Taluka-Panvel, District-Raigad, on 08/08/2014.
- 21) **AND WHEREAS** name of Sou. Seema Mohan Shetty has been deleted from the 7/12 extract of the said land and other concerned revenue record and eventually fresh 7/12 Extracts are issued by the revenue officer in the name of Shri. Pankaj Jeevraj Khajanchi, Shri. Ram Shamdas Manik & Shri. Laxman Shamdas Manik in accordance with the said Mutation Entry No.1147, dated.16/07/2014.
- 22) In pursuance of the said registered Deed of Release, dated.10/02/2014, Sou. Seema Mohan Shetty has retired from the said M/s. Grow Plus Infra, Partnership Firm with effect from 31st March 2014 and assigned, released and transferred all her right, title and interest in the said Partnership firm and all its properties, assets, credits and effects in favour of the continuing partners of the said M/s. Grow Plus Infra, Partnership Firm by executing Deed of Retirement, dated. 03rd April 2014.
- 23) **AND WHEREAS** at the time when the pieces or parcels of land on which the said 05 BULDINGS COMPRISING OF 20 WINGS i.e. **BUILDING NO 1** - CONSISTING OF A, B, C, & D WINGS, **BUILDING NO 2** - CONSISTING OF A, B, C, D, E & F WINGS **BUILDING NO 3** - CONSISTING OF A, B, C & D WINGS, **BUILDING NO 4** - CONSISTING OF A & B WINGS AND **BUILDING NO 5** - CONSISTING OF A, B, C, & D WINGS, in the said Complex to be known as "RIVERSIDE GREENS" are being constructed, were the lands having agricultural assessment and according to the law for the time being in force, the land having agricultural assessment, cannot be purchased in the name of the Partnership Firm. Therefore, the Promoter-Builders, all being agriculturists, purchased the said pieces of land in their respective names and contributed the purchase price according to their respective share. By and under the Deed of Partnership dated. 01.11.2011, they constituted a partnership firm in the name and style of M/s. GROW PLUS INFRA, for carrying on the

business, mainly that of builders and developers and particularly for the project in hand. By a Declaration dated. 02/07/2013, the Promoter-Builders have declared, *inter alia*, that they have purchased the said pieces or parcels of land for the Partnership business and have contributed their respective shares in the aforesaid pieces of land as their capital contribution. The Promoter-Builders agree, declare and confirm that they shall, as and when required, convey their title in respect of the said pieces of land in favor of the Co-operative Housing Society that may be formed of the Purchasers of Flats in the said **05 BUILDINGS COMPRISING OF 20 WINGS** in the said Complex to be known as "**RIVERSIDE GREENS**" and if necessary all the partners of the said partnership firm, shall subscribe their respective signatures to such Conveyance, with a view to convey their right, title and interest in respect of the building/s and the land underneath.

- 24) **AND WHEREAS** by virtue of the aforesaid duly stamped & registered Deed of Sale the Promoter-Builders are fully entitled to develop the said property and construct buildings thereon in accordance with the plans sanctioned by the concerned authorities such as the Collector, Raigad-Alibag, the Town Planning Authority, Raigad-Alibag & Town Planning Authority of CIDCO LTD., NAVI MUMBAI AIRPORT INFLUENCE NOTIFIED AREA (NAINA) and/or concerned Grampanchayat. The Promoter-Builders have got approved from the concerned authority the plans, the specifications, elevations, sections and details of the said buildings to be constructed on the said property. The Promoter-Builders, propose to enter into proto-type Agreement for Sale with the prospective buyers for sale of the Flats on Ownership Basis.
- 25) **AND WHEREAS** (i) Sou. Seema Mohan Shetty (ii) Shri. Pankaj Jeevraj Khajanchi (iii) Shri. Ram Shamdas Manik & (iv) Shri. Laxman Shamdas Manik made an application, dated.17/02/2012 to the Collector, Raigad-Alibag, for grant of N. A. Permission for residential purpose pertaining to the above said agriculture lands bearing Gat No.54, Hissa No. 1 TO 5 admeasuring 0 Hector 98 Ares 1 Points, assessed at Rs.06=91, Gat No.55, Hissa No.3 admeasuring 0 Hector 12 Ares 0 Points, assessed at Rs.00=22 & Gat No.55, Hissa No.4 admeasuring 0 Hector 37 Ares 0 Points, assessed at Rs.00=60 situate at Village-Umroli, within the limits of Talathi Saja Vaje, Taluka and Registration Sub District Panvel, District and Registration District Raigad Collector, Raigad-Alibag vide Order under its Reference No. Masha/L.N.A/1/(B)/S.R.43/2012, dated. 30/01/2013, converted the said agriculture lands into non agriculture and granted N.A. permission as well building permission for residential purpose as per the sanctioned & approved plan, on the terms and conditions as more specifically set out in the said order
- 26) **AND WHEREAS** the Promoter-Builders have appointed "**VASTUKALP**" as a Architect having their office at **Shop No 7, Shiv Complex, Nagarpalika Road, Opp Khare Wada, Panvel Dist Raigad - 410 206.** Maharashtra, and "**SHRI YATEESH TARE**" as a RCC Consultant, having their office at **Shop No. 8, Shiv Complex, Nagarpalika Road, Opp.Khare Wada, Near Panvel Municipal Council, Panvel - 410 206,** for the preparation of the structural designs and drawings of the building and the Promoter-Builders accepts the professional supervision of said "**VASTUKALP**", & "**SHRI YATEESH TARE**" as a Architects & R.C.C. Consultant, respectively till the completion of the said building.
- 27) **AND WHEREAS** the Promoter-Builders have prepared a lay out in respect of the said landed properties providing for construction of multi storied buildings; consisting *inter alia* of **GROUND PLUS (03) UPPER FLOORS HAVING (05) BUILDINGS COMPRISING OF 20 WINGS.**

- 28) **AND WHEREAS** the Promoter-Builders are constructing the said buildings on the said property as per the above said approved & sanctioned building plan and the said N.A. Permission, which is annexed herewith these presents.
- 29) **AND WHEREAS** the Promoter-Builders have shown to the Purchaser and the Purchaser is aware that Promoter-Builders will develop the said property in a phased manner and as per the said layout plan (with such modification thereto as the Promoter-Builders may from time to time determine and as may be approved.)
- 30) **AND WHEREAS** the Promoter-Builders have accordingly commenced construction of the said building/s in the said **BUILDING COMPLEX** by name and style **“RIVERSIDE GREENS”** a project by **M/s. GROW PLUS INFRA**, (hereinafter called and referred to as the **“SAID BUILDINGS”** in accordance with the said sanctioned plan.
- 31) **AND WHEREAS** the Purchaser being desirous of purchasing Flat in the said building, demanded from the Promoter-Builders and the Promoter-Builders have given inspection to the Purchaser of all the documents of title relating to the said property, the plans, lay out, designs and specification prepared by the Promoter-Builders Architect and all such other documents as has been specified under the Maharashtra Ownership Flats (Regulation of Permission of Construction Sale, Management and Transfer) Act, 1963, hereinafter referred to as the **“SAID ACT”** & the Rules made there under, hereinafter referred to as the **“THE SAID RULES”**.
- 32) **AND WHEREAS** the Promoter-Builders, as the owners alone have the sole and exclusive right to sell the premises in the said buildings to be constructed on the said property, on ownership basis, as they may in their discretion deem fit, and to enter into agreement/s with the purchaser/s of premises in the said buildings and to receive the sale price in respect thereof.
- 33) **AND WHEREAS** the Promoter-Builders have also annexed hereto the copies of following documents, viz – 1) Certificate of the Title of the said property issued by Advocate of the Promoter-Builder i.e. **Annexure-A**, 2) 7/12 extracts pertaining to the said N. A. lands i.e. **Annexure-B** 3) N.A. Permission, i.e. **Annexure-C**, 3) NOC from Airport Authority of India i.e. **Annexure-D**, 5) Sketch of layout plan i.e. **Annexure-E**. 6) Sketch plan/Floor plan of the Flat i.e. **Annexure-F**
- 34) **AND WHEREAS** while sanctioning the said plans, in respect of construction on the said property, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter-Builders while developing the said property and the said building thereon and upon due observance and performance.
- 35) **AND WHEREAS** at the request of the Purchaser the Promoter-Builders have agreed to allot to the Purchaser on **“OWNERSHIP BASIS”**, a Flat No. _____, admeasuring _____ sq. Mtrs. (Carpet), as shown in the Floor Plan thereof, on the _____ **Floor**, of the **Building No.** _____, in **Wing** - _____, and the said building Complex to be known as **“RIVERSIDE GREENS”** a project by **M/s. GROW PLUS INFRA**, which is more particularly described in the **“SECOND SCHEDULE”**, hereunder written.
- 36) **AND WHEREAS** the title of the Promoter-Builders to the said property has been investigated by **SHRI. JAGDISH N. URANKAR, ADVOCATE** who has issued Certificate of Title in respect thereof as per copy annexed hereto and marked as **ANNEXTURE-‘A’**. Prima facie the Purchaser is satisfied with the title of the Promoter-Builders to the said property. The Purchaser shall not be entitled to further investigate the title of the Promoter-Builders to the said property and no

requisition or objection shall be raised upon Advocate in regard to the title of the Promoter-Builders to the said property.

- 37) **AND WHEREAS** the Purchaser has seen the said property prior to the execution of this agreement. The Purchaser has also taken inspection of the said plans for construction of the said building hereinafter referred to be the sanctioned plans and all the other documents referred to herein above in the recitals;
- 38) **AND WHEREAS** the Promoter-Builders have supplied to the Purchaser true copies of all such documents as mentioned in Rule-A of the Maharashtra Ownership Flat Rules of 1964, hereinafter called "**THE SAID RULES**", as desired by the Purchaser.
- 39) **AND WHEREAS** under Section-4 of the said Act, the Promoter-Builders are required to execute a individual written Agreement for Sale of the said Premises with each Purchaser/s, being in fact these present and also to register the said Agreement under the provisions of the Registration Act, 1908.
- 40) **AND WHEREAS** the Purchaser has agreed to purchase said Premises in the said building with full notice of the terms and conditions referred in these recitals on the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) The recital mentioned hereinabove shall form the integral part of these presents and shall be read, understood and construed accordingly and shall be binding on both the parties to this agreement and their respective heirs.
- 2) The Promoter-Builders shall construct the said building on the said Plot of land in accordance with the plan, designs, specifications approved by the Assistant Director of Town Planning, Raigad-Alibag and sanctioned by the Collector, Raigad-Alibag, Town Planning Authority of CIDCO LTD., NAVI MUMBAI AIRPORT INFLUENCE NOTIFIED AREA (NAINA), Grampanchayat and its other concerned authorities. The Promoter-Builders shall also construct the said Building or such number of further Buildings as may be permitted by the above said concerned authority on the said property.
- 3) The Purchaser hereby agrees to purchase/acquire from the Promoter-Builders and the Promoter-Builders hereby agrees to sell to the Purchaser, the Premises being Flat bearing No. _____ on the _____ **Floor**, area admeasuring _____ sq. Mtrs. (Carpet), as shown in the Floor Plan thereof, as per copy annexed hereto and marked as **ANNEXURE-'F'** and hereinafter called & referred to as "**THE SAID PREMISES**", in the said **Building No.** _____, **Wing** - _____ the said Complex to be known as "**RIVERSIDE GREENS**" from the Promoter-Builders for the total consideration of **Rs. _____/- (Rupees _____ Only)** the said price is fixed on lump-sum basis and has no bearing whatsoever on the actual area of the said Premises.
- 4) The Purchaser/s hereby agrees to pay the aforesaid price of Residential Premises to the Promoter-Builders in the manner given below.
 - i. **Rs. _____/- (Rupees _____ Only)** as a Earnest Money i.e. Booking amount of (_____ %) on or before execution of this Agreement. The Promoter-Builders doth hereby admit and acknowledges the said payment hereof.

- ii. The said purchase price shall be paid by the Purchaser to the Promoter-Builders in accordance with the installments as under:

Earnest Money at the time of Booking.	15 %
On Registration	05 %
On commencement of Plinth Work.	15 %
On commencement of 1st Slab.	10 %
On commencement of 2nd Slab.	10 %
On commencement of 3rd Slab.	10 %
On commencement of 4 th Slab.	10 %
On commencement of Brick work & Plaster Work.	10 %
On commencement of Flooring	10 %
On or before Possession	05 %
Total	100%

- 5) It is hereby expressly agreed that at the time of payment of each of the aforesaid installment of the purchase price as set out in Clause-4 above shall be the essence of the contract.
- 6) The Purchaser agrees to pay to the Promoter-Builders the aforesaid installments within 15 days from the date of demand by the Promoter-Builders. Beyond 15 days, the Purchasers shall pay to the Promoter-Builders interest @ 24% per annum on the amounts due and falling in arrears. However, the Purchaser agrees that the demanded installment shall not be delayed for more than 30 days from its due date and if thereafter, still the installment is not paid, in that event the Promoter-Builders shall have the absolute right to rescind this agreement.
- 7) It is specifically agreed that in case the Purchaser makes delay or default in making payment of any of the installments or the balance amount of consideration, the Purchaser shall pay to the Promoter-Builders, the interest @ 24% per annum on all such amount from the date of default till payment and/or receipt thereof by the Promoter-Builders without prejudice to their other rights in law and under these presents. It is further agreed that inspite of demand for payment of installments or the balance amount of consideration with interest for defaulted period, the Purchaser commits default in payment of installments or the balance amount of consideration with interest and all other amounts liable to be paid under the terms of this agreement (including his proportionate share of Taxes, Rates, Cesses, Betterment Charges and other Outgoings) and/or in case the Purchaser commits breach of any of the terms and conditions herein contained, in such event, the Promoter-Builders shall be entitled at their own option to terminate this agreement.

Provided That the power of termination hereinbefore contained shall not be exercise by the Promoter-Builders unless and until the Promoter-Builders shall have given to the Purchaser 15 (Fifteen) days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it might be 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 Promoter-Builder shall refund to the Purchaser the installments of sale price of the said Premises which may till then have been paid by the Purchaser to the Promoter-Builder after deducting 10% from such amount without any interest thereon and upon termination of this agreement and refund of aforesaid amount by

posting the Cheque to the Purchaser on the address mentioned hereinabove in the title clause by Registered Post Acknowledgement Due (RPAD) or Under Certificate of Posting (UPC), the Promoter-Builder shall be at liberty to dispose of and sell the said Premises to such person or party and at such price and on such terms and conditions as the Promoter-Builders may in their absolute discretion think fit and the Purchasers shall have no right in that behalf. The Purchasers agrees that the refund amount will be paid only after disposal of the said Premises hereby agreed to be purchased by the Purchasers. However the rights given under this clause to the Promoter-Builders shall be without prejudice to any other rights, remedies and claims whatsoever available to the Promoter-Builders against the Purchasers under this agreement and/or otherwise and the Promoter-Builders shall not be liable to pay any interest on the amount so refunded. Further, the Promoter-Builders shall not be liable to reimburse to the Purchaser stamp duty paid for registration of this agreement as well registration fees etc.

- 8) The above purchase price does not include the following cost, charges and expenses, which are required to be paid separately by the Purchaser before taking possession such as (a) Water Meter deposits and water resources development charges and water connection charges, (b) MSEB cable and meter deposit, power supply Infrastructure Development Charges, electric cable laying service charges, (c) Drainage Connection Deposit and Charges, (d) Land and Building Development Charges of Corporation (e) Infrastructure Development Charges (f) Legal Charges for Documentation, (g) Service Tax, VAT, and any other Taxes, Cess that shall be levied or become leviable by State of Maharashtra and/or Central Government or any other Government authorities and also such other charges, escalations imposed by State of Maharashtra and/or Central Government. The Promoter-Builders shall determine the above said amount of non refundable deposit and shall also be entitled to recover from the Purchaser such amount as per their absolute discretion and the Purchaser herein shall not be entitled to raise any objection to the same. On or before possession of the said Premises, the Purchaser shall deposit with Promoter-Builders, the said amount of non refundable deposit.
- 9) The above purchase price also does not include the following cost, charges expenses such as (a) Stamp Duty, Registration Charges and legal fees payable on Lease Deed/Conveyance Deed in favor of the Co-op. Housing Society of all the Purchasers in the said Housing Complex, (c) Share Money, Application and Entrance Fees of the Society and expenses for formation and registration of the Society, (d) Outgoing towards Maintenance for the period of 12 months from date of Completion and/or Occupation Certificate (e) Any other taxes, charges, expenses incurred by the Promoter-Builders.
- 10) On or before taking possession of the said Flat, the Purchaser shall deposit with the Promoter-Builders as a non refundable deposit for the period of initial 12 (Twelve) months charges towards (a) the Insurance Premium for insuring the said building against Fire, Riot & Civil Commotion etc., (b) the necessary charges and taxes and all other outgoings that may, from time to time, be levied on or in respect of the said property by the concerned Grampanchayat, (c) the charges for the Maintenance and Management of the said building including wages and salaries of watchman, sweepers, bill collector and accountant, (d) electricity charges of common lights, meter pumps etc. and thereafter the Purchaser along with the other Purchaser shall be liable to pay actual proportionate taxes and outgoings and maintenance charges.
- 11) The Promoter-Builders shall determine an amount of non-refundable deposit and shall also be entitled to recover from the Purchaser the said amount as per their

absolute discretion and the Purchaser herein shall not be entitled to raise any objection to the same.

- 12) In case there shall be deficit in this regard, the Purchaser shall forthwith on demand pay to the Promoter-Builders his proportionate share to make up such deficit. It is also agreed by and between the parties hereto that the total price of the said premises is fixed on the basis of the present price of the building materials, if the rates of the same are increased in excess of 10% of the present price in the future, in that event Promoter-Builders shall be entitled to take the difference of the present price and of the excess price of 10 % at the time of giving possession of the said Premises.
- 13) The Promoter-Builders have informed the purchaser and the Purchaser is aware that the Promoter-Builders propose to develop the said Property *inter alia* by construction thereof said buildings as at present envisaged as per the lay out in respect thereof prepared and got approved from the concerned approving authorities as aforesaid. The Promoter-Builders shall also construct such number of further buildings as may be permitted by the concerned authority on the said Property. The development work will be carried out by the Promoter-Builders in a phased manner as per the phased development program to be determined by the Promoter-Builders at their absolute discretion from time to time. The Promoter-Builders have commenced construction of the said Building/s comprising Residential Flats. The Promoter-Builders may as required by the concerned authorities and/or in their (i.e. Promoter-Builders) absolute discretion from time to time vary, amend and/or alter the lay out plan of the said Property or the building plans in respect or more of the said buildings. As part of such variation amendment and/or alteration in the layout and/or in the building plans, the Promoter-Builders may change location of the said building or any one or more of them and the Promoter-Builders may also construct additional area by constructing wings and/or additional floors to one or more of the said building and may also construct such further building on the said property as may be approved by the concerned authorities. The Purchaser hereby irrecoverably agrees and gives his express consent to the Promoter-Builders to carry out from time to time whatever amendments alterations additions and variations to the layout in respect of the said property and/or buildings Plans of the said buildings for construction of additional areas by construction of additional wings to and/or additional floors on the said building or any one or more of them and/or for construction thereon of independent additional structure thereon in accordance with the building plans as may be approved by the concerned authorities. The Purchaser hereby also gives his irrevocable and express consent to the Promoter-Builders developing the said property in such phased manner as the Promoter-Builders may determine even after the Promoter-Builders shall have given to the Purchaser possession of the premises hereby agreed to be sold to the Purchaser. The Promoter-Builders shall accordingly be entitled to develop the said Property in a phased manner to be determined from time to time by the Promoter-Builders including by making changes from time to time in the layout plan in respect of the said Property and/or in the building plans of one or more buildings to be constructed as aforesaid, including the buildings which at present are not envisaged by the Promoter-Builders. The Purchaser hereby agrees to give all the facilities and assistance to the Promoter-Builders as the Promoter-Builders may request from time to time after the Promoter-Builders shall have delivered possession of the premises agreed to be sold to the purchaser but at the costs and expenses of the Promoter-Builders so as to enable the Promoter-Builders to complete the development of the said Property in the manner that may be determined by the Promoter-Builders.

- 14)The said building shall be constructed by the Promoter-Builders in accordance with the building plan prepared by their Architects and sanctioned by the Assistant Director of Town Planning, Raigad-Alibag & the Collector, Raigad-Alibag, Town Planning Authority of CIDCO LTD., NAVI MUMBAI AIRPORT INFLUENCE NOTIFIED AREA (NAINA), Grampanchayat and its other concerned authorities, as aforesaid with such modifications thereto as the Promoter-Builders may be incorporate therein as aforesaid. The said Premises in the said building shall contain amenities as per the particulars given in the “**THIRD SCHEDULE**” hereunder written.
- 15)The certificate of the Architects of the Promoter-Builders shall be conclusive proof that the plinth or the respective slabs are completed and within 15 (Fifteen) days from the receipt of a notice from the Promoter-Builders to the Purchaser, time being of the essence, informing, the Purchaser shall make the payments as herein provided. The Purchaser shall not be entitled to raise any objections as regard the completion of plinth or the casting of the respective slabs or in regard to the certificate of the Promoter-Builders Architects.
- 16)In the event of the Promoter-Builders being entitled to construct any additional structure or structures or the Promoter-Builders desiring to make alterations or additions in the plans of the said building under the building bye-laws, rules and regulations of the State of Maharashtra and/or Central Government or otherwise or in the event of the Promoter-Builders becoming entitled to construct any structure or structures or alteration and/or additions in the said building by virtue of any alterations or amendments of the building bye-laws or rules and regulations of the State of Maharashtra and/or Central Government or otherwise, the Promoter-Builders shall be entitled to carry out construction of such additional structure and/or additions or modifications, alterations or additions in the said building which is proposed to be constructed on the said property. The Purchaser hereby gives his/her/their irrevocable consent under the provisions of Section-7 of the Maharashtra Ownership Flats Act, 1963 to such additional structure being constructed under such alterations, additions or modifications being carried out by the Promoter-Builders in the said building.
- 17)The Purchaser hereby agrees and confirms that inspection has been given by the Promoter-Builders of the plan and the specification of the said building which is proposed to be constructed by the Promoter-Builders on the said property. The Purchaser hereby further agrees and covenants with the Promoter-Builders to sign and execute all papers and documents in favor of the Promoter-Builders to construct the said building in accordance with the said plan relating thereto or such other plan with such additions and alterations as the Promoter-Builders may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining approval or sanction of State of Maharashtra and/or Central Government or any other appropriate authorities in that behalf as well as for the construction of such building on the said property upon or after the grant of such approval or sanction relating thereto provided the size and location of the Premises agreed to be purchased by the Purchaser is not in any manner adversely affected. The Purchaser agrees that the said consent is irrevocable.
- 18)The Promoter-Builders will give possession of the said Flat to the Purchaser by end of **DECEMBER 2016**. The Purchaser hereby agrees that if the possession is delayed due to (a) reasons beyond the control of the Promoter-Builders as provided under Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date/s or (b) non availability of Steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of property (c) any Notice, Order, Rule, Notification of

the State of Maharashtra and/or Central Government and/or other public or competent authority; or (d) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or (e) delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate and/or occupancy certificate from appropriate authority (f) delay or default in payment of dues by the Purchaser under these presents (without prejudice to the right of the Promoter-Builders to terminate this agreement under clause mentioned hereinabove regarding payment of installment, in that event the period of possession will automatically stand extended. The Purchaser shall not be entitled to any interest or damages whatsoever for any delay in handing over possession of the said Premises by the Promoter-Builders to the Purchaser.

- 19) The Purchaser shall take possession of the said Premises within 07 (Seven) days of the Promoter-Builders giving written notice to the Purchaser, intimating that the said Premises is ready for use & occupation. However, under no circumstances the Purchaser shall be entitled to the possession of the said Premises unless & until all payments required to be made under this Agreement by the Purchaser have been made to the Promoter-Builders and other obligation, terms & conditions agreed by the Purchaser and mentioned in this Agreement are carried out fully by the Purchaser.
- 20) After taking possession of the said Premises, the Purchaser shall have no claim against the Promoter-Builders as regards the quality, quantity of building material used for construction of the said Premises and/or said Building in which the said Premises is located or the nature of construction or location or the design or specifications of the said Premises or the said building in which the said Premises is located.
- 21) Provided always that the Promoter-Builders shall not be held responsible or called upon to pay compensation or damages in respect of any damage caused to the said Premises or to the said building in which said Flat is situated by the natural calamity or by act of God or use of the said Flat and/or the said building or normal wear and tear or for the reasons beyond control of the Promoter-Builders.
- 22) The Purchaser shall check up all the Fixtures & Fittings in the said Flat before taking possession of the said Flat. Thereafter the Purchaser shall have no claim against the Promoter-Builders in respect of any item or work in the said Flat or in the said building which may be alleged not to have been carried out and/or completed and/or being not in accordance with the Plan, Specification and/or this agreement and/or otherwise howsoever in relation thereto.
- 23) The Purchaser shall use the said Premises or any part thereof or permit the same to be used only for purpose of residential use as per plan sanctioned by the above said authority. The said Premises shall not be used by the Purchaser for any other purpose than residence that would be offensive or disturb the other Purchasers and create nuisance to the other Purchaser/s.
- 24) All stilt, car parking spaces in the building proposed to be constructed on the said Property, will belong to and owned by the Promoter-Builders only and the Promoter-Builders will have sole and exclusive rights and authority to allot/allocate such stilt car parking space on such terms and conditions as they may like to any person or party to whom the Flat in the said building is agreed to be sold and the Purchaser/s will have no objection to the same and the Purchaser/s do hereby consent to what is stated above. It is specifically agreed that the Co-operative Housing Society of all the Flat holders, shall confirm the stilt

parking allotted by the Promoter-Builders to the Purchaser/s as well as other Purchaser/s. The Purchaser/s and the Co-operative Housing Society shall not be entitled to question or take any objection for such allotment or allocation of the stilt parking space made by the Promoter-Builders to the Purchasers herein as well as other Purchaser/s. It is specifically agreed that, the Purchaser/s shall not use the said stilt car parking space for any other purpose than parking his own vehicle. The Purchaser/s shall not use said stilt car parking space for any other purpose which may or is likely to cause nuisance or annoyance to occupiers of other premises in the said building or to the owners or occupiers of the neighboring properties or for any illegal or immoral purpose.

- 25) Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over said Property or building or any part thereof. It is hereby agreed by and between the parties that, such conferment shall take place only upon the execution of conveyance in favor of a Co-operative Housing Society Ltd., to be formed by the Purchaser of different Premises in the said building as hereinafter stated.
- 26) It is agreed that, if the Floor Space Index is not consumed in full in the construction of the said building and if before the transfer of the property to a Co-operative Housing Society Ltd., any further construction on the land is allowed in accordance with rules and regulations of the State of Maharashtra and/or Central Government or any other appropriate authorities in that behalf, then the Promoter-Builders would be entitled to put up additional or other construction without any let or hindrance by the Purchaser and also entitled to sell the additional Premises thus available on ownership basis to the prospective Purchaser and also entitled to receive and appropriate the price in respect thereof. It is however agreed by the Promoter-Builders that they will not construct such additional or other structure so as to adversely affect the area or the location of the Premises agreed to be sold to the Purchaser. The Purchaser hereby gives his irrevocable consent to such construction by the Promoter-Builders and for that matter to make such alterations or changes in the plans shown to the Purchaser. The Purchaser hereby also grants unconditional consent and absolute authority to the Promoter-Developer to club other properties with other properties which are more particularly described in the Schedule of the property written hereunder and also to utilize balance FSI, which will be available on clubbing of the said properties.
- 27) In the event of any portion of the said property being required by the MSEB for putting an Electric Transformer or sub-station for electricity the Promoter-Builders shall be entitled to give such portion to the MSEB or any other appropriate body for such purpose on such terms and conditions the Promoter-Builders shall think fit.
- 28) In the event of a portion of the land being notified for setback prior to the transfer of the property to a Co-operative Housing Society; the Promoter-Builders alone shall be entitled to receive the amount of compensation for such set back land.
- 29) The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be acquired. All open spaces, lobbies, staircases, etc., will remain the property of the Promoter-Builders, until the whole property is transferred and conveyed to the proposed Co-operative Housing Society Ltd., or to the Purchaser on execution of the Deed of Conveyance as hereinbefore mentioned but subject to the rights of the Promoter-Builders as mentioned herein.
- 30) The Promoter-Builders shall be entitled to offer possession of the Premises upon the Promoter-Builders obtaining Occupancy certificate in respect of the said building and as soon as the building is notified by the Promoter-Builders as ready for occupation, each of the Purchaser of the said building (including the Purchaser)

shall pay their respective arrears of price payable by him/them within 7(Seven) days of such notice served individually or put at some permanent place in the building. If any of the Purchasers fails to pay the arrears inspite of the notice, the Promoter-Builders will be entitled to forfeit the amount of earnest money previously paid by the Purchaser who shall cease to have all rights in the Premises to be taken by him/her. The Promoter-Builders shall be entitled to proceed with the construction work of the remaining building.

- 31) Under no circumstances the Purchaser shall be entitled to the possession of the said Premises unless and until all payments required to be made under this Agreement by the Purchaser have been made to the Promoter-Builders and other obligations, terms and conditions agreed by the Purchaser and mentioned in this Agreement are carried out fully by the Purchaser.
- 32) The Promoter-Builders shall in respect of any amount payable by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said Premises agreed to be acquired by the Purchaser.
- 33) The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit or fire, cess is paid to the State Government of Maharashtra or further development tax or security deposit for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Promoter-Builders the same shall be reimbursed by the Purchaser to the Promoter-Builders in proportion to the carpet area of the said Premises agreed to be acquired by the Purchaser and in determining such amount the decision of the Promoter-Builders shall be conclusive and binding upon the Purchaser.
- 34) It is further agreed between the Promoter-Builders and the Purchaser if at the time of execution of Conveyance in favor of Co-operative Housing Society Ltd., that may be formed by all the Purchaser, the Purchaser and/or the said Society shall reimburse to the Promoter-Builders deposit or all the other refundable deposits paid by the Promoter-Builders in respect of the said building. The above deposits shall not carry any interest and will remain with the Promoter-Builders until the said property with building thereon being transferred as aforesaid the balance if any thereof shall be paid over by the Promoter-Builders to the proposed organization.
- 35) The Promoter-Builders shall not be liable for any loss caused by Fire, Riot, Strikes, Earthquakes or due to any other cause whatsoever after handing over possession of the said Premises to the Purchaser.
- 36) So long as each of the Premises in the said building is not separately assessed for property taxes and water tax by the concerned authority, the Purchaser shall pay proportionate share of the water taxes and other taxes assessed on the whole building by the concerned Grampanchayat are demanded or any other authority by reason of any permitted use, the Purchaser shall bear and pay such special taxes and rates. As from the date of delivery of possession of the said Premises, the Purchaser and other Purchaser shall observe and perform all the rules and regulations of the concerned Grampanchayat, State of Maharashtra and/or Central Government and/or other statutory bodies and shall indemnify and keep indemnified the Promoter-Builders against any loss or damage.
- 37) The Purchaser shall permit the Promoter-Builders & their Surveyors & Agents with or without workmen & others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning lighting and keeping in order & good condition all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences

belonging to or servicing or used for the said building and also for the purpose of laying down, maintaining, repairing and for similar purpose of cutting of the water supply to or any of the Premises of the building in respect of the building in respect whereof the Purchaser or occupier prior of such other Premises, as the case may be, shall have made default in paying his/her/their share of the water tax.

- 38)The Purchaser hereby agrees and undertake to be a member of the said Co-operative Housing Society Ltd., to be formed in the manner hereinafter appearing and also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and the registration of such Co-operative Housing Society Ltd., or an Incorporated Body including Bye-laws of such Co-operative Housing Society Ltd., and duly fill in, sign and return within 07 (Seven) days of the same being forward by the Promoter-Builders to the Purchaser. No objection shall be taken by the Purchaser to the charges of modification which are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or other competent authorities. The Purchaser shall be bound from time to time to sign all papers and documents and to do all other things as the Promoter-Builders may require him to do from time to time for safeguarding the interest of the Promoter-Builders and of other Purchaser of Premises in the said building and in the proposed multi-storied building. Upon failure to comply with the provisions of this clause this Agreement shall *ipso facto* come to an end and the deposit and other monies paid by the Purchaser shall stand forfeited by the Promoter-Builders.
- 39)The Purchaser shall at no time demand partition of his interest in the said Plot of land and building. It being hereby agreed and declared by the Purchaser that his interest in the said Plot of land and the said building is impartial and it is agreed that the Promoter-Builders shall not be liable to execute any conveyance or assignment, or any other documents in respect of the said Premises in favor of the Purchaser.
- 40)After the possession of the Premises is handed over to the Purchaser, if any addition or alterations in or about or relating to the said building are thereafter required to be carried out, the same shall be carried out by the Purchaser with the prior approval of concerned Grampanchayat and appropriate authorities in co-operation with the Purchasers of other Premises in the said building at his own costs and the Promoter-Builders shall not be in any manner liable or responsible for the same.
- 41)The Purchaser shall not decorate the exterior of his Premises otherwise than in the manner agreed to by the Promoter-Builders or in the manner as near as may be in which the same as previously decorated.
- 42)The Purchaser agrees & undertake to pay, when called upon, his/her/their proportionate share of stamp duty and registration charges for Conveyance Deed or any other document-agreement or instrument of transfer in respect of the land and building to be executed in favor of the proposed Co-operative Housing Society Ltd., & for formation of such Co-operative Housing Society Ltd., apart from the stamp duty & registration charges paid for execution of this Agreement for Sale.
- 43)In events of the Co-operative Housing Society Ltd., being formed and registered before the sale and disposal by the Promoter-Builders, of all the Premises in the said building as aforesaid the power and authority of the Society so formed or of the Purchaser of the Premises shall be subject to the overall authority and control of the Promoter-Builders over all and any of the matters concerning the said building and in particular the Promoter-Builders shall have absolute authority and

control as regards the unsold Premises and the disposal thereof. The said Co-op. Housing Society Ltd., of all the Flat Purchaser shall have not any right or claim of whatsoever on all the unsold Flats & other Premises and the office bearers of the said Co-op. Housing Society Ltd., shall not claim or demand any charges towards Society Maintenance in respect of the said unsold Flats & other Premises, as well as charges towards NOC for the sale of said unsold Flats & other Premises in favor of prospective Purchaser.

- 44) The Promoter-Builders shall, if necessary, become member of the Co-operative Housing Society Ltd., in respect of the unsold premises in the said building. If the Promoter-Builders transfer, assign and dispose of their such unsold Flats at any time to anybody, the Assignee, Transferee and/or the Purchasers thereof shall become the member of the Co-operative Housing Society Ltd., in respect of the said unsold Flats. The Purchasers herein will not have any objection to admit such Assignee or Transferee as member of such Co-operative Housing Society Ltd.,
- 45) It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favor of the Purchaser in respect of the said Premises the Promoter-Builders shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said Property.
- 46) In the event of the Conveyance Deed in respect of the said Property in favor of the Co-operative Housing Society Ltd., the Promoter-Builders shall have a right to dispose of the remaining Premises in the said building in such manner as they think fit & the sale proceeds thereof shall belong absolutely to the Promoter-Builders & the Purchaser of such remaining Premises shall be accepted as members of such Co-operative Housing Society Ltd.,. The Promoter-Builders in that case shall not be required to pay any transfer charges and/or administration costs to the Co-operative Housing Society Ltd.
- 47) Any delay or indulgence by the Promoter-Builders in enforcing the terms of the Agreement any forbearance or giving time to the Purchaser shall not be construed as waiver on the part of the Promoter-Builders not any breach or non-compliance of any of the terms & conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter-Builders.
- 48) The Promoter-Builders shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said building of which the aforesaid premises form part and the Purchaser shall have no right to require the enforcement thereof or any of them at any time. The Purchaser herein shall agree to the exercise by the Purchaser under such Agreement of his rights under the same.
- 49) If the Purchaser neglects, omits, or fails for any reason whatsoever to pay the Promoter-Builders any of the amounts due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe any of the covenants and stipulations on his/her/their part herein contained or referred to, the Promoter-Builders shall be entitled to re enter upon and resume possession of the said Premises, if possession is delivered prior thereto and this Agreement shall cease and stand terminated and the earnest and/or deposit money and all other amounts already paid by the Purchaser to the Promoter-Builders shall absolutely stand forfeited to the Promoter-Builders and the Purchaser shall have no claim for refund or payment of the said earnest and/or deposit money and/or the said other amounts already paid

by the Purchaser or any part thereof and the Purchaser hereby agrees to the forfeiture and all his right, title and interest in the said Premises and all amounts already paid in a such event the Purchaser shall also be liable to immediate ejection as trespassers but the right given by this clause to the Promoter-Builders shall be without prejudice to any other rights, remedies and claims whatsoever at law or under this Agreement of the Promoter-Builders against the Purchaser.

50)The Deed of Conveyance and other documents for transferring the title shall be prepared by Advocate of the Promoter-Builders & the same will contain such covenants and conditions as the said Advocate shall think reasonable and necessary having regard to the development of the said Property.

51)The Promoter-Builders shall transfer the recreational facilities if any to the Co-operative Housing Society Ltd., to be formed by the Purchaser of all the Premises in the said Building who shall be entitled to regulate the admission to and to avail of the facilities provided and to recover charges for availing of such facilities. Whatever fees and other charges as aforesaid shall belong to the Co-operative Housing Society Ltd., who shall use the same for the upkeep/maintenance of the said facilities.

52)The Purchaser himself/herself/themselves with intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenant with the Promoter-Builders as follows:

- a) To maintain the said Premises at the Purchaser own cost in good tenantable repair and condition, from the date of possession of the said Premises is taken and shall not do or suffered to be done anything in or to the building in which the said Premises is situated.
- b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Premises is situated or storing of which goods if objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircase, common passage or any other structure of the building in which the said Premises is situated or the said Premises any damages caused on account of negligence or default of the Purchaser in this behalf, shall be made good by him/her & the Purchaser alone shall be responsible and liable for the consequences arising there from.
- c) To carry at his own costs all internal repairs to the said Premises and maintain the said Premises in the same conditions, state and order in which it was delivered by the Promoter-Builders to the Purchaser and shall not to do or suffer to be done anything in or to the building in which the said Premises is situated in or to the building in which may be controversial to the rules and regulations and by-laws of the Corporation or other concerned local authority or other Public authority. And in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser alone 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 said Premises or any part thereof, not to close verandah or balconies, not 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, or any alteration in the outside elevation & outside color

scheme of the building in which the said Premises is situated & shall keep the portion, sewers, drains pipes in the said Premises & appurtenances thereto in good tenable repair & condition, & in particular, so as to support shelter & protect the other parts of the building in which the said Premises is situated & shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Parties or other structures in the said Premises without the prior written permission of the Promoter-Builders and/or the Co-operative Housing Society.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land & the building in which the said Premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance or which may likely to cause nuisance or annoyance to users & occupiers of the other Premises in the said building.
- f) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the building in which the said Premises is situated.
- g) Not to let, sub-let, transfer, assign or part with the possession of the said Premises until all the dues payable by the Purchaser to the Promoter-Builders under this Agreement are fully paid and subject to that the Purchaser is not guilty of breach of any terms or is not guilty for non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained consent in writing by the Promoter-Builders for the purpose. Such transfer shall be only in favor of the transferee as may be approved by the Promoter-Builders.
- h) To observe and perform all the rules and regulations which the Co-operative Housing Society Ltd., or the Limited Company may adopt at its inception and as it may be in force from time to time for protection and maintenance of the said building and that said Premises therein and shall be responsible for the observance & 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 stipulation and condition laid down by the said Co-operative Housing Society Ltd., Limited Company regarding the occupation and use of the said 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.
- i) To pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further the Promoter-Builders are not bound to give any notice requiring such payment and the failure thereof shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
- j) To pay to the Promoter-Builders within 07 (Seven) days of demand by the Promoter-Builders, his share of security deposit demanded by concerned local authority or Government for giving Water, Electricity or any other service connection to the building in which the said Premises are situated.
- k) To bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are impose by the concerned local authority and/or State Government and/or other public authority, on account of change of user

of the said Premises by the Purchaser viz. user for any purpose other than for residential purpose.

- 53)The Purchaser/s agrees that after taking possession of the said Premises, if the Purchaser/s undertakes or carries out any internal or external works in his/her/their premises and while carrying out such works, any such damages or leakages is caused to the Premises held by the other occupants in the said building, the Purchaser shall rectify such leakage and/or rectify the defects at his/her/their own cost and expenses.
- 54)The Purchaser/s shall pay the concerned Grampanchayat's Property Taxes and/or other out goings in respect of the said Premises from the date Occupancy Certificate is issued by the concerned Grampanchayat and/or appropriate authority, even though the Purchaser may not have occupied the said Flat.
- 55)All costs, charges, and expenses in connection with the formation of the Co-operative Housing Society Ltd., as well as the costs of preparing, engrossing, stamping and registering all the Agreements, Conveyance or any other documents required to be executed by the Promoter-Builders or the Purchaser as well as the entire professional costs of the Advocates of the Promoter-Builders in preparing and approving all such document shall be borne and paid by the Co-operative Housing Society, or proportionately by all the Flat holders of the said Premises in the said building. The Purchaser alone shall also pay proportionate share of such costs, charges and expenses payable by the Purchaser which shall be paid by him immediately on demand. The Promoter-Builders shall not contribute anything towards such expenses.
- 56)The terrace of the top floor of the said building, the parapet wall shall always be the property of the Promoter-Builders and the Agreement with the Purchaser and all other Purchasers shall be subjected to the said rights of the Promoter-Builders who shall be entitled to use the terrace for putting up Hoardings and the parapet wall for any purpose including the display of advertisements and sign boards and the Purchaser shall not be entitled to raise any objection or ask for any abatement in the price of the Premises on the ground of inconvenience or any other ground whatsoever and the Promoter-Builders are also entitled to receive and appropriate, all the necessary charges out of the display of said advertisement & sign boards and/or hoardings from the persons/s, firms and/or companies. The Purchaser hereby gives his irrevocable consent to put up such Hoardings by the Promoter-Builders. The Purchaser and/or Co-operative Housing Society Ltd., shall not claim any charges towards maintenance of the said Hoardings, and shall also not claim any other charges for putting said Hoardings from the Promoter-Builders or the persons/s, firms and/or companies who have installed the same.
- 57)The Promoter-Builders shall have absolute rights to allow Telecommunication Companies to use the terrace of the said building in such manner as the Promoter-Builders may deem fit and proper including for the purpose of erection of Mobile Tower installation of their machinery etc. The said right shall continue to subsist till the execution of Deed of Conveyance in favor of the Co-operative Housing Society Ltd. If any Service Charge, Municipal Corporation Tax, Cesses, Assessment are imposed due to installation of Mobile Tower/ Machinery on the said building the same shall be borne and paid wholly by the Promoter-Builders. The Promoter-Builders shall be exclusively entitled to the income and profits that may be derived by way of consideration, rent/compensation or in any other form that may be received from the said Telecommunication Company on account of erection of said Mobile Tower or installation of any machinery etc. as aforesaid. The Purchasers and the Co-operative Housing Society Ltd., shall not object to the same for any

reason whatsoever and shall allow the Promoter-Builders, their agents, servants etc., to enter upon the said property and/or building, the terrace and other open space in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the Mobile Tower and/or the machinery installed. The Promoter-Builders shall be entitled to transfer or assign such rights to any person or persons as the Promoter-Builders may deem fit without any objection of the Purchasers.

58)The Promoter-Builders are also entitled to put up their firm's name on the structure of the proposed building and/or embossed their firms name on the structure of the said building and the Purchaser and Co-operative Housing Society Ltd., shall not raise any objection for the same at any point of time and shall not complain about the same.

59)In case the Purchaser desire to sell and/or transfer his Flat or the benefits under this agreement in favor of any person and if the Purchasers requests the Promoter-Builders to give their consent to such sale/transfer of the Flat and/or interest therein, in such event the Purchaser shall pay to the Promoter-Builders such sum as the Promoter-Builders in their absolute discretion determine, as and by way of transfer charges and/or administration costs, charges and expenses in respect of sale/transfer of such Flat. However, such sale/transfer will be permitted only if the Purchaser has paid the entire amount of consideration of the Flat and all other dues payable by him to the Promoter-Builders.

60)The Purchaser declares that, he/she/they has/have if any intention to sell and/or transfer said premises within a period of 01 year from the date of execution of these presents as the investor Purchaser and to avail the benefit of the provision of remission of stamp duty in terms of Article-05 of Schedule 1 of Bombay Stamp Act, 1958, the requisite stamp duty on this agreement is being paid by the Purchaser with a right of claim remission, exemption of stamp duty at the time of sale and/or transfer of said premises within a period of 01 year or within such period s may be prescribed from time to time in this regard.

61)All letters, receipts, and/or notices to be issued and served upon the Purchaser as contemplated by the Agreement shall be deemed to have been duly issued and served if sent to the Purchaser at the address mentioned hereinabove in the recital, by courier service, prepaid post or under certificate of posting and shall duly and effectually discharge by the Promoter-Builders.

62)The Purchaser shall lodge this Agreement for registration with registering authorities within the time specified under the Indian Registration Act and inform the Promoter-Builders to admit execution thereof. It is clarified & understood by and between the parties hereto that the responsibilities to lodge this Agreement for registration with the Sub Registrar of Assurance, shall be of the Purchaser only.

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

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

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

66)This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and The Maharashtra Ownership Flat Rules, 1964 or any other provisions of law applicable hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF N.A. PLOT OF LAND

ALL THAT pieces or parcels of N.A. land all situate at **Village-Umroli**, within the limits of **Talathi Saja Vaje**, Taluka and Registration Sub District Panvel, District and Registration District Raigad, which are described in the Revenue Record as follows :-

SR. NO.	GAT NO.	HISSA NO.	AREA H. ARE PT.	ASSESSED AT Rs. PS.
1.	54	1 to 5	0 - 98 - 1	6=91
2.	55	3	0 - 12 - 0	0=22
3.	55	4	0 - 37- 0	0=60
TOTAL AREA			1 - 47 - 1	

THE SECOND SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF FLAT

All that Premises, being Flat No. _____ admeasuring area _____ sq. Mtrs. (Carpet), as shown in the Floor Plan thereof, on the _____ **Floor**, of the **Building No.** _____, in **Wing** - _____, and the building Complex to be known as **“RIVERSIDE GREENS”** being constructed on non agricultural land bearing Gat No.54/1 TO 5, Gat No.55/3 & Gat No.55/4 situate at Village-Umroli, within the limits of Talathi Saja Vaje, Taluka and Registration Sub District Panvel, District and Registration District Raigad referred to in the First Schedule herein above written.

THE THIRD SCHEDULE ABOVE REFERRED TO SPECIFICATION AND
AMENITIES FOR THE RESIDENTIAL PREMISES :

FLOORING:-

- i) 2/2 Flooring in all rooms
- ii) Anti skid tiles in WC & bath

KITCHEN :-

- i) Granite kitchen platform with branded S.S sink
- ii) Wall tiles up to beam bottom level above platform

DOOR & WINDOWS :-

- i) Good quality door in all room
- ii) Anodized coated sliding window
- iii) Window sills in marble for all windows
- iv) Wooden door frames for room doors
- v) Marbles frames in WC & Bath

BATH & WC:-

- i) Designer Bathroom with branded sanitary ware
- ii) Concealed plumbing with CP Fitting
- iii) Geyser connection in all bathrooms

iv) Wall tiles up to beam bottom level

Wall & Paints:-

- i) Good quality paint on internal
- ii) 100% acrylic paints external wall

ELECTRIFICATION:-

- i) Concealed copper wiring & branded electrical fittings
- ii) TV point in living & bedroom

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals this day and year first hereinabove mentioned

SIGNED, SEALED & DELIVERED by the within named “ **PROMOTER-BUILDERS**”

Signature's

M/s. GROW PLUS INFRA
a registered Partnership Firm
in the presence of :

1) **SHRI.** _____

M/s. GROW PLUS INFRA
(PROMOTER-BUILDERS)

PARTY OF THE ONE PART

SIGNED, SEALED & DELIVERED by the within named “**PURCHASER/S**”

1) **MR.** _____

2) **MR.** _____

(**PURCHASER/S**)

PARTY OF THE OTHER PART

in the presence of :

SHRI. _____

1) _____

SHRI. _____

2) _____

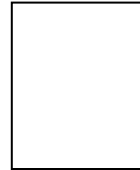
RECEIPT

RECEIVED the day and the year first herein above written of and from the withinnamed Purchaser/s a sum of as mentioned below is paid by her to us.

Sr.	Bank Name	Branch	Cheque No	Date	Amount Rs.
1					
2					
3					
			Total		

WE SAY RECEIVED

Rs. _____/-



M/s. GROW PLUS INFRA
a registered Partnership Firm
(PROMOTER-BUILDERS)

WITNESSES:

1) _____

SHRI. _____

2) _____

SHRI. _____
