

Flat/Unit No. 1304 on 13<sup>TH</sup> Floor in the building known as  
**“FALCO WOODSHIRE”** Area: 52.56 SQ.M.  
 Carpet area Balcony 4.80 sq. m. + C.B. Area: 1.53 sq. m. + E.P. Area:  
 2.37 sq. m.

**Actual Value Rs. 55,55,000/-**

### **AGREEMENT FOR SALE**

**THIS ARTICLE OF AGREEMENT MADE AT MOHILI/KALYAN**

**ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2022**

**B E T W E E N**

**M M/s. Shreeji Enterprises**, through proprietor **SANDEEP RATAN PATIL PAN No. AKMPP3469N**, a proprietor firm having its registered office at- Woodshire Tower, Next to HN Bus stop, Galegaon, Ambivali (E), Kalyan – 421102, hereinafter called and referred to as the **“NEW DEVELOPER/PROMOTERS”**.

**A N D**

**MR. ALI HAIDER RIYASAT ALI MOGHAL AGED ABOUT 48 YEARS, OCCUPATION: SERVICE, PAN No. ALIPM5365K** , having address at, 737/2, 1<sup>ST</sup> Floor, AZMI APARTMENT, THANA RD, OLD GAURIPADA BHIWANDI, Thane, Maharashtra – 421302, hereinafter called and referred to as the **“PURCHASER/S”** (which expression shall unless the context otherwise requires, include (i) in case of an individual, his or her heirs, executors and administrators and in case of more than one purchaser survivor of them, their respective heirs, executors and administrators, (ii) in the case of a partnership firm within the meaning of the Indian Partnership Act, 1932, any or each of the partners and survivor/s of them and partners from time to time and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm, (iii) in the case of a joint HUF, the Karta of the joint HUF and any or each of the adult members / coparceners of the joint HUF and the survivor/s of them and their respective heirs, legal representatives, executors, administrators and permitted assigns (iv) in the case of a Corporate Body it's successors and assigns) **PARTY OF THE SECOND PART**.

**WHEREAS as per Order dated 23<sup>rd</sup> December, 2021** in Suo-Motu Case No.209 of 2021 between Falco Woodshire Versus Kambar Constructions, wherein Maha Rera Tribunal had ordered M/s. Shreeji Enterprises to comply independently with all the obligations under the provision of the Act and pending all the obligations as per the agreement of sale entered into by the Promoter with Allottees in the said project. Therefore, hereafter, M/s. Shreeji Enterprises are the Developers/Builders/Promoters (hereinafter referred to as Builders/Promoters).

**WHEREAS one M/s. Kambar Constructions** are the owners and/or otherwise well and sufficiently entitled to all that piece and parcel of land

lying, being and situate at Village Mohili, Taluka Kalyan, Dist. Thane bearing:

Survey No.	Hissa No.	Area (Sq. meters)
33	2	3540.95

and within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, which property is more particularly described in the **FIRST SCHEDULE** written hereunder and hereinafter are called and referred to as the "**SAID PROPERTY**";

**AND WHEREAS** by and under Deed of Conveyance dated 13.10.2010, registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 8394/2010 dated 13.10.2010 made and executed between Shri. Rama Shiva Gondhali and others as the party of the first part and Builders/Promoters herein as the party of the other part, the said Shri. Rama Shiva Gondhali and others have sold the said property to M/s. Kambar Constructions and M/s. Kambar Constructions herein had purchased the same as absolute owner thereof and same is mutated in the name of Builders/Promoters herein as is evidenced through mutation entry No. 508 dated 25.04.2011;

**AND WHEREAS** M/s. Kambar Constructions herein with a view to develop the said property, by constructing multi-storeyed building thereon, submitted necessary plan to that effect with Kalyan Dombivli Municipal Corporation and Kalyan Dombivli Municipal Corporation granted I.O.D. under no. KDMP/NRV/BP/KV/12-13/3 dated 04.04.2012 in respect of said property;

**AND WHEREAS** necessary Non-agricultural use permission is obtained from The Collector, Thane in respect of said property under permission bearing No. Mahasul /Kaksha-1/T-7/NAP/MOHILI-KALYAN/SR-48/2012 dated 12.06.2012;

**AND WHEREAS** on obtaining Non-agricultural use permission Kalyan Dombivli Municipal Corporation granted building commencement certificate bearing No. KDMP/ NRV/BP/KV/2012-13/3/62 dated 28<sup>th</sup> June, 2012.

**AND WHEREAS** the plans, floor plans, drawings and specifications etc., in respect of the proposed building have been prepared by Architect Shri. Tejas V. Sahasrabuddhe.

**AND WHEREAS** it is further brought to the notice of Purchaser/s herein that Builders/Promoters herein may acquire adjacent property to said property for the purpose of development and they may amalgamate said adjoining property with said property and accordingly will obtain necessary revised layout sanction. It is further clarified and brought to the notice of the Purchaser/s herein that even if the adjacent property is not amalgamated then also Developers/Builders/Promoters are going to provide the access road of minimum 9 meters width from the said property for ingress and egress to and from such adjoining property for residents, occupants of the buildings to be constructed on said adjoining

property and the Purchaser/s herein has/have given his/her/their consent for the same.

**AND WHEREAS** while granting the permission and sanctioning the plans the Municipal/Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builders/Promoters while developing the said property and upon due observance and performance of which only completion and/or occupation certificate in respect of the new building shall be granted by the concerned local authority;

**AND WHEREAS** Builders/Promoters have proposed building consists of Flats/Units to be known as **“FALCO WOODSHIRE”** hereinafter called and referred to as “said building”.

**AND WHEREAS** as recited hereinabove, the Builders/Promoters are entitled to develop the said building on said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the Flats/Units constructed in the building on ownership basis and to enter into agreements with the purchaser/s and to receive the sale price in respect thereof and upon such disposal of the Flats/Units to convey the said land together with the buildings constructed thereon in favour of the Cooperative Housing Society of all those several persons acquiring the respective Flats/Units in the complex subject to terms, conditions, facts and circumstances as mentioned in these presents;

**AND WHEREAS** the Builders/Promoters expressed their intention to dispose of the Flats/Units in the proposed building on the said property to be known as **“FALCO WOODSHIRE”**;

**AND WHEREAS** prior to making offer, as required by the provisions of the Maharashtra Cooperative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act, 1976 the Purchaser/s has/have made a declaration to the effect firstly that neither he/she, the Purchaser/s nor the members of the family of the Purchaser/s own a tenement, house or building within the limits of the registration district and sub-registration district mentioned in the schedule hereunder appearing;

**AND WHEREAS** the Builders/Promoters have accepted the said offer made by the Purchaser/s;

**AND WHEREAS** the Builders/Promoters shall accordingly Sell and the Purchaser/s shall purchase acquire the said Flat/Unit by becoming member/share holder/constituent of the proposed co-operative society and the Purchaser/s shall pay to the Builders/Promoters **Rs.55,00,000/- (Rupees Fifty-five lacs only.)** as the agreed lumpsum price/consideration in respect of the Flat/Unit bearing No. **1304 on 13<sup>TH</sup>** floor, **admeasuring 52.56 sq. mtr. (Carpet) (Carpet area includes the area of balconies) plus 4.80 sq. mtr. of E.P. area plus 2.37 sq. mtr. C.B. area plus 1.53 sq.mtr.** of Utility area in the building to be known as **“FALCO WOODSHIRE”**, which is more particularly described in the

SECOND SCHEDULE written hereunder and hereinafter for the sake of brevity called and referred to as the "**SAID PREMISES**" and shown and marked accordingly on the floor plan annexed hereto;

**AND WHEREAS** the Purchaser/s have agreed to pay the sale price/ consideration in respect of said premises in accordance with the payment schedule hereinafter mentioned and in accordance with the progress of the construction work of the said scheme;

**AND WHEREAS** this agreement is made in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules framed there under including the model form of Agreement prescribed therein;

**AND WHEREAS** by executing this agreement the Purchaser/s has/have accorded his/her/their consent as required under section 9 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Builders/Promoters are entitled to sell, mortgage or create charge on any flats/units etc., which is not hereby agreed to be sold;

**AND WHEREAS** by executing this agreement the Purchaser/s has/have accorded his/her/their consent as required under section 7 of the Maharashtra Ownership of Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Builders/Promoters are entitled to make such alterations in the structures in respect of the said Premises, agreed to be purchased by the Purchaser/s and/or such other alterations or additions in the structure of the building as may be necessary and expedient in the opinion of the Architect/Engineer;

**AND WHEREAS** it is specifically brought to the notice of purchaser/s that Builders/Promoters herein are going to use and utilize Transferable Development Rights (T.D.R.) on said property and Builders/Promoters have further reserved their rights to avail, use and utilize Transferable Development Rights as may be permitted by Kalyan Dombivli Municipal Corporation on the said property as per D.C. Rules and Regulations and the Purchaser/s herein has/have granted them his/her/their unequivocal consent for the same.

**AND WHEREAS** it is further specifically brought to the notice of purchaser/s that at present said building is sanctioned of Ground Plus Seven upper floors and on obtaining T.D.R. and/or any other F.S.I said building will be of Ground plus 13 or more upper flower and Purchaser/s herein has/have granted them his/her/their unequivocal consent for the same.

**AND WHEREAS** the Purchaser/s has/have accepted the title of the owner i.e. of Builders/Promoters to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove;

**AND WHEREAS** the Purchasers has/have been given the full, free and complete inspection of all the deeds, documents, writings and papers in respect of the said property and the Purchaser/s has/have examined

and inspected the same including the building and floor plans, the nature and quality of construction fittings, fixtures, facilities and amenities provided/to be provided thereto;

**AND WHEREAS** Builders/Promoters are going to provide the amenities as mentioned in Annexure attached hereto;

**AND WHEREAS** the Purchasers has/have seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same;

**AND WHEREAS** relying upon the aforesaid representations, the Builders/Promoters agreed to sell the Purchaser/s said premises at the price and on the terms and conditions herein after appearing;

**AND WHEREAS** the copies of certificate of title issued by the Advocate of the Builders/Promoters, copy of extract of 7/12 of the said property on which said premises are constructed or to be constructed and the copies of the floor plans and specifications of the said premises agreed to be purchased by the Purchaser/s approved by the concerned authorities are attached to this agreement;

**AND WHEREAS** in the circumstances, the parties hereto have agreed to execute this Agreement as is hereinafter appearing:

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

1. The recitals hereof form integral part of this Agreement as if the same are incorporated herein.

**PLANS:**

- 1.1 The Builders/Promoters are well and sufficiently entitled to develop the said property described in the first Schedule hereunder written and are constructing thereon a residential Building "**FALCO WOODSHIRE**" at present on the said property, in accordance with the plans, designs, specifications approved by the KDMC and Commencement Certificate and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Builders/Promoters may consider necessary or as may be required by the concerned local authority/the government to be made in them or any of them, for which the Purchaser/s hereby gives consent.
- 1.2 It is further brought to the notice of Purchaser/s herein that Developers/Builders/Promoters herein may/have acquire adjacent property to said property for the purpose of development and they may amalgamate said adjoining property with said property and accordingly will obtain necessary revised layout sanction and if not amalgamated then Developers/Builders/Promoters are going to provide the access road of minimum 9 meters width for ingress and egress to and from such adjoining property for residents, occupants of the buildings to be constructed on

said adjoining property and the Purchaser/s herein has/have given his/her/their consent for the same. ,

## 2. **CONSIDERATION AND PAYMENT SCHEDULE**

THE Purchaser/s hereby agrees to purchase from the Builders/Promoters and the Builders/Promoters hereby agrees to sell to the Purchaser/s the Flat/ Unit bearing No. 1304 on 13TH Floor, **admeasuring 52.56 sq. mtr. (Carpet) (Carpet area includes the area of balconies) plus 4.80 sq. mtr. of E.P. area plus 2.37 sq. mtr. C.B. area plus 1.53 sq.mtr.** of Utility area in the building to be known as **"FALCO WOODSHIRE"** and as shown on the floor plan hereto, hereinafter called and referred to as **"SAID PREMISES"** on what is known as "ownership basis" for lumpsum price/Consideration of **Rs.55,00,000/- (Rupees Fifty-Five Lacs Only.)**

### **PAYMENT OF CONSIDERATION:**

The Purchaser/s hereby agrees to pay to the Builders/Promoters the aforesaid consideration/price of **Rs.55,00,000/- (Rupees Fifty-Five Lacs Only.)**

- (i) 20% paid at the time of execution of these presents as earnest money (the payment and receipt whereof the Builders/Promoters doth hereby admit, acquit, acknowledge and discharge the Purchaser absolutely and forever)
- (ii) 5% to be paid on or before the execution of this Agreement
- (iii) 13% to be paid before the commencement of plinth.
- (iv) 5 % to be paid before the commencement of First slab.
- (v) 5% to be paid before the commencement of Second slab.
- (vi) 5% to be paid before the commencement of Third slab.
- (vii) 5% to be paid before the commencement of Fourth slab.
- (viii) 4% to be paid before the commencement of Fifth slab.
- (ix) 4% to be paid before the commencement of Sixth slab.
- (x) 4% to be paid before the commencement of Seventh slab.
- (xi) 4% to be paid before the commencement of Eighth slab
- (xii) 4% to be paid before the commencement of Ninth slab
- (xiii) 4% to be paid before the commencement of Tenth slab
- (xiv) 4% to be paid before the commencement of Eleventh slab
- (xv) 4% to be paid before the commencement of Twelfth slab
- (xvi) 4% to be paid before the commencement of Thirteenth slab

- (xvii) 4% to be paid before the commencement of Fourteenth slab  
 (xviii) 2% to be paid on possession.

It is hereby expressly agreed that the time for payment of each of the aforesaid instalment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Builders/Promoters sending a notice to the Purchaser/s calling upon him / her to make payment of the same. Such notice is to be sent under certificate of posting at the address of the Purchaser mentioned above and this posting will be sufficient discharge to the Builders/Promoters.

3. The Builders/Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.
4. The Builders/Promoters hereby declare that the floor space they have utilised is the floor space index as mentioned in the approved plan and that no part of the said floor space index has been utilised by the Builders/Promoters elsewhere for any purpose whatsoever and in case any part of the said floor space index is utilised elsewhere then the Builders/Promoters shall furnish to the Purchaser/s all the particulars in respect of such utilization of the said floor space index by the Builders/Promoters.

5. **RIGHTS OF BUILDERS/PROMOTERS:**

- 5.1 It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the said Premises agreed to be sold by the Builders/Promoters to the Purchaser/s and all other premises / flats, areas, open spaces, etc. shall be the sole property of the Builders/Promoters and the Builders/Promoters shall be entitled to sell the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever.
- 5.2 The Builders/Promoters shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, including but not limited to:
  - (i) acquisition of additional plots and inclusion of such plots of land in the lay out plan of the said Property; and
  - (ii) amalgamation of the said Property with any adjoining plots of land.

The Purchaser/s and/or the Organisation and/or the Society/ies (to be formed) shall not have any objection to the same and the Purchaser/s hereby grant/s his/her/their irrevocable consent to the Builders/Promoters to carry out the necessary acts, deeds, and things.

The Purchaser/s hereby grant/s his/her/their irrevocable authority and consent to the Builders/Promoters that the Builders/Promoters shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the said Building having single wing constructed on the said property, including the terraces attached to the flats, basement, open spaces, podium, garden area and to permit the same to be utilised for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Builders/Promoters.

- 5.3 If the FSI, by whatever name or form is increased:
- a) in respect of the said Property and/or additional construction (i.e., more than what is envisaged at present) is possible on the said Property
  - (b) on account of Transfer of Development Rights (or in any other similar manner) available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional floor/s/wing/s, then in such event, the Builders/Promoters shall be entitled to construct such additional floor/s, wing/s as per the revised building plans. The Purchaser/s expressly consent/s to the same as long as the total area of the said property is not reduced. This consent shall be considered to be the Purchasers' consent contemplated under Section 7 (1) (ii) of the MOFA.
- 5.4 The Builders/Promoters shall always have a right to get the benefit of additional FSI parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Property to which the Purchaser/s shall not have right to object, and it is expressly agreed that the Builders/Promoters shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers on the said Property or on the said Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising of neon sign/s and for that purpose the Builders/Promoters are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said Building as the case may be and the Purchaser/s agree/s not to object or dispute the same. The Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Property agreed to be acquired by him /them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Builders/Promoters. The Builders/Promoters shall be entitled to install their logo in one or more places in or upon the said Building and the Builders/Promoters reserves to itself full and free right of



way and means and access to such place or places for the purpose of repair, painting or changing the logo.

- 5.5 The Developer shall be entitled to sell the premises in the said building in the said property for the purpose of using the same as bank, maternity homes, coaching classes, restaurants and for other non-residential uses and/or for any user and the Purchaser/s shall not object to the use of the other premises in the said building for the aforesaid purposes by the buyers thereof or anyone claiming through them.
- 5.6 Further, the Purchaser/s agree/, admit/s and confirm/s that the Builders/Promoters have apprised them of the fact that, during the completion period as aforesaid, if the market scenario or prevailing circumstances necessitates a change in the user from Residential to Commercial or vice versa, then in such an event, the Builders/Promoters shall be entitled to make such changes save and except the building/wing in which the said Premises is situate and the Purchaser/s hereby undertakes not to raise any objection and/or dispute in respect thereof.
- 5.7 The Purchaser/s hereby agree/s that any Floor Area Ratio (F.A.R.) or FSI or Transferable Developments Rights (T.D.R.) available in respect of the said Property and/or any other property and any other TDR or F.S.I. in respect of any set back or reservation for the same or any other T.D.R./F.S.I. potential for development which may be generated on account of change in Government Policies from time to time shall be available to the Builders/Promoters at all times and the Purchaser/s accords his/her/their consent for the same and the Builders/Promoters shall be entitled to use and utilize the same as they may deem fit and proper as may be permissible by law on said property. The Residual F.S.I. in the said Property or the layout which is not consumed shall always be available and/or shall be property of the Builders/Promoters. It is expressly agreed between the Builders/Promoters and the Purchaser/s and the Purchaser/s confirms that he/she/ they is/are aware that the Builders/Promoters are entitled to receive additional F.S.I. and/or development rights and/ or T.D.R. are likely to be received by the Builders/Promoters from the said Property and in the event of the Builders/Promoters receiving such additional F.S.I. and/or developments rights / and or T.D.R., the Builders/Promoters shall be entitled to construct either additional floor/s on the said building or any part thereof or construct any additional building / structure on the said property as may be permissible either as Annex building or as an Independent Building/s /or additional Building/wings as the Builders/Promoters may in its absolute discretion think fit and proper and in the aforesaid event, the Builders/Promoters shall be entitled to sell, deal with, dispose off, lease out, grant license, alienate, encumber or transfer such additional floor/s or buildings or structures at such consideration to such

party as the Builders/Promoters may desire. The Purchaser/s being aware of the same, hereby undertake/s not to raise objection or dispute of whatsoever nature in respect thereof. The right hereby reserved by the Builders/Promoters shall be available to them even after the Society or Condominium of Apartment Owners or a limited Company is formed and registered of the Purchaser/s and the said right of the Builders/Promoters shall always continue to subsist.

- 5.8 The Purchaser/s hereby agree/s, admit/s and confirm/s that in case the Purchaser/s intends to cancel this agreement, he / she shall give written application to the Builders/Promoters and on cancellation of the agreement he/she shall give six months period to the Builders/Promoters within which period the Builders/Promoters shall arrange to refund the moneys collected by them on account of the instalments of the said premises without any interest. The Builders/Promoters shall forfeit a minimum of 15% of the Consideration amount or all such losses and damages suffered in the sale of the said Premises to a new purchaser/s, whichever is more as and by way of liquidated damages, while repaying the money paid by the Purchaser/s.
- 5.9 The Builders/Promoters shall have a first lien and charge in respect of the said Premises till such time the Purchaser/s has/have made full and complete payment of all monies payable under this agreement.
- 5.10 The Purchaser/s has/have hereby given his/her/their express consent to the Builders/Promoters to create mortgage/s of the said Property and/or any structure constructed thereon in favour of any bank/s or financial institution/s or any other person. This consent shall be deemed to have been given under the provisions of Section 9 of the MOFA. The consent is given on the express understanding that the mortgage shall be cleared by the Builders/Promoters at their own expenses and it will not affect the rights or interest of such Purchaser/s.
- 5.11 The Builders/Promoters shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the flat purchasers of the buildings that may be developed on the said Property. The Builders/Promoters shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the building/s constructed thereon.
- 5.12 Notwithstanding any other provisions of this Agreement, the Builders/Promoters shall manage the operation and

maintenance of the building(s), and the infrastructure on the said Property, common amenities and facilities on the said Property for a period of at least two years after the said Property is developed and/or for the period as determined by the Builders/Promoters) or be entitled to nominate any person (“project management agency”) for such purpose. The Builders/Promoters shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the purchaser/s/occupants of the buildings that may be developed on the said Property including the Purchaser/s on a pro rata basis as part of the development and common infrastructure charges referred to herein.

**6. OBLIGATIONS OF PURCHASER/S:**

- 6.1 The Purchaser/s hereby agree/s and confirm/s that the Consideration Amount shall be paid as per instalments payable by the Purchaser/s under these presents and shall be paid on the due dates (time is the essence of this Agreement), without any delay or default.
- 6.2 The Purchaser/s shall make the payments of the aforesaid instalments within seven days from the date of intimation by the Builders/Promoters to the Purchaser/s stating that the instalment referred to above is due for payment. The decision of the Builders/Promoters that the instalment is due for payment and intimation thereof to the Purchaser/s shall be conclusive and binding upon the Purchaser/s and the Purchaser/s shall make payment without raising any objection whatsoever. It is agreed by the Purchaser/s that the failure to receive the notice requiring payment shall not be a plea or an excuse for non-payment of any amount/s on their respective due dates. In the event of two consecutive defaults in payment of instalments mentioned hereinabove this agreement shall automatically stand cancelled and revoked without requiring the Builders/Promoters to send any notice in this regard and the Builders/Promoters shall be entitled to deal with and dispose of the said Premises to any other person/s as they may deem fit without any further act or consent from the Purchaser/s.
- 6.3 The Purchaser/s hereby expressly agree/s and confirm/s that during the process of construction, he/she/they shall not let, sub-let, transfer, assign or part with his/her /their interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser/s to the Builders/Promoters under this agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or no

observance of any of the term and conditions of this agreement and unless and until prior permission in writing is obtained from the Builders/Promoters. The Purchaser shall obtain prior written consent of the Builders/Promoters in this regard.

- 6.4 The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose for which it is sold or for such other purpose that may be permitted by the concerned local authority. The Purchaser/s shall not use the said Flat for any such purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighbouring premises or for any illegal or immoral purpose. The Purchaser/s hereby undertake/s that, he/she/they shall not change use of the said Premises without obtaining prior written consent of the Builders/Promoters in writing and also from the concerned local bodies.
- 6.5 If the Purchaser/s avail/s of a loan from financial institutions or banks or any other lender (the **“Lender”**) against the security of the said Premises subject to the consent and approval of the Builders/Promoters, then in the event of (a) the Purchaser/s committing a default of the payment of the instalments of the Consideration amount and (b) the Builders/Promoters exercising their right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the necessary letter from the Lender stating that the Purchaser/s has/have cleared the mortgage debt. On receipt of such letter from the Lender, the Purchaser/s shall be entitled to the refund of the amount so paid by him/her/them to the Builders/Promoters towards the said Premises. Notwithstanding the above, the Purchaser’s obligation to make the payment of the instalments under this agreement in accordance with the provisions of this Agreement is absolute and unconditional.
- 6.6 The Purchaser/s shall not be entitled to demand enclosure of common roads for the said Building. All common roads will be available for the proposed construction of building/s and consequential society/ies to be formed and for ingress and egress of adjoining properties and/or residents, occupants of adjoining development project, construction complex.
- 6.7 On and from the date of the Builders/Promoters offering possession of the said Premises to the Purchaser/s entering upon the said flat for making furniture etc. (whichever is earlier) the Purchaser/s shall become liable to pay proportionate taxes and outgoings in respect of the said Premises.

- 6.8 The Purchaser/s hereby agree/s and undertakes that he shall not raise any objection against the Builders/Promoters or its transferee/s or nominee/s making any additional construction on any ground, whatsoever including that of nuisance or annoyance etc. and also agrees and undertakes to extend all facilities/cooperation to the Builders/Promoters for making such additional construction even after entering into occupation of the said Premises. The Purchaser/s shall not be entitled to claim any rebate in price or any other advantage from the Builders/Promoters on the ground of the Builders/Promoters making additional construction or on any other ground whatsoever.
- 6.9 The Purchaser/s has prior to the execution of this Agreement, satisfied themselves about the title of the Builders/Promoters to the entire property and the rights of the Builders/Promoters to sell the said Premises. The Purchaser/s shall not be entitled to further investigate or dispute the title, rights, powers and authorities of the Builders/Promoters and no requisitions or objections shall be raised on any matter whatsoever relating thereto or in connection therewith.

**7. FIXTURES / FITTINGS / AMENITIES:**

- 7.1 It is expressly agreed that the said Premises shall contain fixtures, fittings and amenities as set out in the list of amenities hereunder written. It is specifically agreed by the Purchaser/s that if any extra fittings, fixtures or amenities are required by the Purchaser/s then the Purchaser/s shall inform in writing to the Builders/Promoters who may in their discretion entertain such request which may be provided at the extra cost/price to be borne and paid by the Purchaser/s.
- 7.2 It is agreed that the common amenities including recreation facilities, garden, play ground with playing equipment, gymnasium (if any) etc. to which the purchaser/s is/are permitted to enjoy will also be made available to other flat/unit purchaser/s of the proposed building/s to be constructed on the said property in all phases including the adjoining land being developed by the Builders/Promoters.

**8. DEFAULT BY THE PURCHASER AND CONSEQUENCES THEREOF:**

- 8.1 If the Purchaser/s make/s delay or default in making payment of any of the instalments or amounts which he is under obligation to pay under these presents, the Purchaser/s shall pay to the Builders/Promoters interest at the rate of 18% per annum on all such amounts and instalments from the date of default till payment and/or receipt thereof by the Builders/Promoters without prejudice to Developer's other rights in Law and under these presents. It is further agreed that on the Purchaser/s

committing default in payment on the due date of any amount due and payable by the Purchaser/s to the Builders/Promoters under this Agreement including his/her/their proportionate share of taxes, rates, cess, betterment charges and other outgoings and/or the Purchaser/s committing breach of any of the terms and conditions herein contained, the Builders/Promoters shall be entitled to terminate this Agreement. PROVIDED ALWAYS that the power of termination hereinabove contained shall not be exercised by the Builders/Promoters, unless and until the Builders/Promoters shall have given to the Purchaser/s 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 is intended to terminate this Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a of 10 days from the date of the notice PROVIDED FURTHER that upon termination of this agreement as aforesaid the Builders/Promoters shall refund to the Purchaser/s the instalments of sale price of the said Premises, which may till then have been paid by the Purchaser/s to the Builders/Promoters but the Builders/Promoters shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of the aforesaid amount after forfeiting/retaining to themselves amount calculated under clause 5.9 hereinabove by posting the cheque to the Purchaser/s by the Builders/Promoters on the address mentioned above by Registered Post Acknowledgement Due (R.P.A.D.) or Under Postal Certificate (U.P.C) or Courier, the Builders/Promoters 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 Builders/Promoters may in their absolute discretion think fit and the Purchaser/s shall have no right in that behalf and under such circumstances there will not be any need to execute the Deed of Cancellation and/or to obtain order/judgment from Court for cancellation of this agreement. However, the rights given under this clause to the Builders/Promoters shall be without prejudice to any other rights, remedies and claims whatsoever available to the Builders/Promoters against the Purchaser/s under this agreement and/or otherwise.

- 8.2 It is agreed that upon refund of the said amount as stated hereinabove the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Builders/Promoters or against the said Premises or against the said Property in any manner whatsoever and the Builders/Promoters shall be entitled to deal with or dispose of the said Premises to any person or party as the Builders/Promoters may desire in their absolute discretion. Such refund, however, shall be made to the Purchaser/s repaying the loan and producing no lien certificate from the concerned bank/financial

institution in respect of any loan availed by the Purchaser/s on the said Premises.

9. **ORGANISATION/SOCIETY :**

- 9.1 On completion of the development of the said Property, a society under the Maharashtra Co-operative Societies Act, 1960 ("**Society**") or a condominium ("**Condominium**") under the Maharashtra Apartment Ownership Act, 1970 ("**MAO Act**") or a limited company under the Companies Act, 1956 shall be formed in respect of the said Building and separate societies, condominiums and limited company for other buildings that may be constructed on the said Property (the "**Organisation**") by the Builders/Promoters. The nature of the organization to be formed in respect of the buildings to be constructed on the said Property and the type of transfer document to be executed in favour of the organization to be formed in respect of the buildings to be constructed on said Property shall be determined at the sole discretion of the Builders/Promoters.
- 9.2 The Purchaser/s along with the other Purchasers of the Flats/Units in the building shall join in forming and registering the cooperative society to be known by such name as the Builders/Promoters may decide and for this purpose he/she also from time to time sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the cooperative society including the bye laws of the proposed society and duly fill in, sign and return to the Builders/Promoters within 7 days of the same being forwarded by Builders/Promoters to the Purchaser/s. The rules, regulations, bye-laws, articles etc of such organization shall be framed by the Advocates of the Builders/Promoters. No objection shall be taken by the Purchaser/s if any changes or modification are made in the draft bye laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Cooperative Societies or any other competent authority. The expenses for formation of the said Organization shall be payable by the Purchaser/s on pro-rata basis.
- 9.3 It is specifically agreed that the Builders/Promoters shall be entitled at the sole and exclusive option to form a single Cooperative Society of all the premises/said building/s to be constructed on the said property. The Builders/Promoters shall also at their sole and exclusive option be entitled to form different Co-operative societies for one or more structures to be constructed in said buildings to be constructed on the said property.
- 9.4 In the event more than one Co-operative Society is formed then all the Co-operative Societies so formed shall join together and form as Apex Body for the purpose of proper management, maintenance, regulation and control of the

infrastructure and common amenities and facilities of the said Property and/or for such other purposes as the Builders/Promoters may decide.

- 9.5 It is specifically brought to the notice of Purchaser/s herein that all common areas, facilities etc will be for the benefit and enjoyment of all the flat purchasers in the complex/building to be constructed on the said property as well as for residents, occupants of building to be constructed on adjoining properties.
- 9.6 The Society and/or Apex Body and/or Organization shall function as per the rules and regulations framed by the Builders/Promoters. All the development potential of the said Property including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Builders/Promoters and the Builders/Promoters shall always be entitled to utilize and exploit the same on the said Property or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit.
- 9.7 On the completion of the said building/s on said property and further on receipt by the Builders/Promoters of the full payment of all the amounts due and payable to them by all the purchasers of all the Flats/Units in the said building/s, the Builders/Promoters shall co-operate with the Purchasers in forming and registering or incorporating a society a registered body, when the society is registered and only after all the premises in the said building on said property that may be constructed have been sold and disposed off by the Builders/Promoters and after the payments, amounts due and payable to the Builders/Promoters in respect of the flats and other units and other portions in the said buildings are paid in full as aforesaid by the respective purchasers to Builders/Promoters herein, the Builders/Promoters shall cause to be transferred to the society/societies and/or Apex Body all the rights, title and interest in the aliquot part of the said property together with building/s by executing the necessary Conveyance of the said property and the said premises in favour of such society/societies and/or Apex Body, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement. Until the execution of the conveyance the possession of the said property and the building and premises thereon shall be deemed to be of the property of Builders/Promoters and the purchaser/s who shall have been given possession of the premises agreed to be sold to him/her/them shall be merely occupant thereof.
- 9.8 Unless it is otherwise agreed to by and between the Parties hereto, the Builders/Promoters shall not be called upon to form the Organisation unless all the flats in the said residential buildings have been sold and disposed of and the Builders/Promoters have received full consideration or



dues payable to them under the agreements for sale with the respective purchasers of the various flats.

- 9.9 In the event of any Society or Limited Company or Condominium of Apartment being formed and registered before the sale and disposal by the Builders/Promoters of all the premises/flats, the powers and authority of the Society or Limited Company or Condominium of Apartment so formed of the Purchaser/s and other holders of the premises shall be subject to the overall power of the Builders/Promoters in any matter concerning the said Buildings, the construction and the completion thereof and all the amenities pertaining to the same and in particular the Builders/Promoters shall have absolute authority and control as regards any unsold premises/flats and the disposal thereof and the additional FSI if any available now or which may become available hereafter as mentioned hereinabove, including TDR and the disposal thereof. Provided always that the Purchaser/s hereby agree/s and confirm/s that in the event of the said Society and/or Limited Company or Condominium of Apartment on being formed before the Builders/Promoters deal with or dispose of all the premises/flats in the said Buildings to be constructed on the said Property then and in the event an allottee or Purchaser/s of premises/flats from the Builders/Promoters shall be admitted to the membership of such Co-operative Society and/or Limited Company or Condominium of Apartments on being called upon by the Builders/Promoters, without payment of premium or any maintenance charges for the period prior to sale or any additional charges save and except Rs. 600/- for share money and entrance fees and such allottee/ Purchaser/s or Transferee thereof shall not be discriminated or treated prejudicially by such common organization.
- 9.10 The Builders/Promoters shall, if necessary, become a member of the said Organization in respect of its unsold flats and/or in respect of any of its rights or interests. Purchasers of the unsold flats of the Builders/Promoters and/or rights of the Builders/Promoters shall be entitled to become member/s of the said organization without being required to pay any transfer fees or maintenance charges, electricity, water charges and with same rights and benefits as that of other members.
- 9.11 All costs, charges and expenses, penalties, Sales-Tax, service tax, VAT, Local body Tax (LBT) and if any taxes, cesses imposed in future, in connection with the present transaction and stamp duty, registration and scanning charges for preparation and execution of this Agreement as well as the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne, shared and paid by purchaser/s herein along with all the Purchasers of the flats or other units or other spaces and/or paid by such co-operative Society or as the case may be. The Purchaser/s shall present this Agreement as well as the Conveyance at the

proper registration office for registration within the time limits prescribed by the Registration Act and the Builders/Promoters shall attend such office and admit the execution thereof. The Purchaser/s shall deposit with the Builders/Promoters a sum of which will be worked at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance in favour of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Purchasers of various flats/units in the said building pay the proportionate amount of stamp duty, registration charges and legal fees, if any, and till all the flats/units are not sold in all said buildings and consideration thereof have received, the Builders/Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co-operative housing society/condominium of apartments.

## 10. **POSSESSION**

10.1 The Builders/Promoters shall give possession of the said premises to the Purchaser/s on or before July, 2015 subject to full and final payment of the consideration as agreed hereinabove and further such sums which purchaser/s is/are liable to be paid to Builders/Promoters herein in terms of the present agreement. Till such amounts due are paid fully by the purchaser/s to the Builders/Promoters, the Purchaser/s shall not be entitled for the possession of the said premises. It is further agreed that if the Builders/Promoters fails or neglect to give possession of the premises to the Purchaser/s by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said Act then the Builders/Promoters shall forthwith refund to the Purchaser/s, subject to execution of deed of conveyance in respect of said premises, the amount already received by him in respect of the premises with simple interest @ 9% p.a. from the date of Builders/Promoters received the sum till the date the entire amount and interest thereon is refunded by the Builders/Promoters to the Purchaser/s. Till the entire amount and interest thereon is refunded by the Builders/Promoters to the Purchaser/s there shall, subject to prior encumbrances if any, be a charge on the said Premises.

Provided that the Builders/Promoters shall be entitled to reasonable extension of time for giving possession of the said Premises on the aforesaid date, if the completion of the building/s in which the said Premises is to be situated is delayed on account of:

- (i) Non-availability of steel, cement other building material, water or electric supply;

- (ii) War (national or war between other nation or group), civil commotion, strikes or any Act of God or by reason of any national or international happening or events and the resultant repercussions or it affects directly or indirectly to the date of offer of possession;
- (iii) Any notice, order, rule, notification and/or delayed permission of the Government and/or other Public or Competent Authority or any Court of Law;
- (iv) Delay in issuance of any permissions/approvals related to construction including but not limited to Plinth certificate, Occupation Certificate and/or Building Completion Certificate by the KDMC or any other related concerned authority;
- (v) Changes in any law rules, regulations, bye-laws etc.  
of various statutory bodies/authorities affecting the development of the said property and/or construction of the building/s thereon;
- (vi) Any delay or default by any of the Purchaser/s in any payment of the amounts payable by him/them to the Builders/Promoters under this agreement;
- (vii) Delay in any approvals; and/or
- (viii) Other reasonable cause beyond the control of the Builders/Promoters.

10.2 The Purchaser/s shall take possession of the said premises within 7 days of the Builders/Promoters giving written notice to the Purchaser/s intimating that the said premises are ready for use and occupation in all respect. After expiry of 7 (seven) days from the receipt of Intimation Notice from the Builders/Promoters, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Premises of outgoings in respect of the said Property namely local taxes, betterment charges or such other levies by the concerned local authority and/or State/Central Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property, and building/s therein. Until the Society is formed and the said Property transferred to such Organisation/Apex body, the Purchaser/s shall pay to the Builders/Promoters such proportionate share of outgoings as may be determined by the Builders/Promoters sum of Rs. 54,000 /- (Rupees Fifty four Thousand only) equivalent to 24 months maintenance charges shall be deposited by the Purchaser/s with the Builders/Promoters before taking possession of the said Premises. The amount so paid by the Purchaser/s to the Builders/Promoters shall not carry any interest. It is further agreed that until the said Property is/are transferred by the Builders/Promoters to such Organisation by execution of a document of transfer as hereinafter provided and/or possession of the same is delivered by the Builders/Promoters to such Organisation,

and intimation of the same is received by the Purchaser/s from the Builders/Promoters, the Purchaser/s shall be bound and liable to pay to the Builders/Promoters regularly and punctually all contribution and other amounts to be paid by the Purchaser/s. The Purchaser/s shall not withhold any such payment to the Builders/Promoters. However, if the Builders/Promoters in exercise of their absolute discretion, if they so desire shall be entitled to entrust the Management of the said Property to such Organization/ Apex body formed for looking after disbursement of contribution from the Purchaser/s of premises/flats in the said Buildings towards payment of outgoings and expenses referred to herein, then in such event the Builders/Promoters shall not be under any obligations or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment thereof or for any matter concerning maintenance or management including incidents arising out of day to day affairs and activities and all responsibilities in that behalf shall be of such Organisation/Apex body of the Purchaser/s as the case may be and the Builders/Promoters shall not be responsible and/or liable in any manner whatsoever. In the event of the management being entrusted as provided hereinabove, the rights shall be to manage the said Property/ Building and to pay the outgoings to the authorities concerned and the same shall not affect the rights of the Builders/Promoters provided under this agreement, nor such act on the part of the Builders/Promoters shall be deemed to be a waiver of the rights of the Builders/Promoters under this agreement. The Purchaser/s agree/s to pay such other amount as may be found payable towards arrears of maintenance as and when called upon by the Builders/Promoters. The amounts so paid by the Purchaser/s to the Builders/Promoters shall not carry any interest and remain with the Builders/Promoters until a conveyance/assignment of lease is executed in favour of such Organisation as aforesaid.

- 10.3 If the Purchaser fails to take possession within 7 days of receipt of Intimation Notice from Builders/Promoters or within such extended period in the sole discretion of the Builders/Promoters against the payment of balance Consideration amount, then in such event the consequences provided under Clauses 9.1 and 9.2 above will follow.

11. **OTHER RIGHTS OF THE BUILDERS/ PROMOTERS:**

It is expressly agreed that the Builders/Promoters shall have a right and be entitled to put hoarding/s on the portion of the said property or any parts of the building or buildings including on the terrace and on the parapet wall of the said Building and the said hoardings may be illuminated or comprising of neon sign and for that purpose the Builders/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 Builders/Promoters shall be entitled to use and allow 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/s hereby agree/s not to object or dispute the same at any point of time. It is expressly agreed between the parties hereto the Builders/Promoters are entitled to transfer, assign and/or deal with or dispose off its rights under this clause to any person or persons. The Builders/Promoters and/or their nominees shall be entitled to use and enjoy the common facilities in the said Building and/or in the said Property. The Conveyance in favour of the Society /Limited Company/Body Corporate shall contain a covenant to that effect. Builders/Promoters shall fix their own separate electric meter for the electricity which may be consumed for display of advertisements, publicity boards or hoardings on terraces or parapet walls and shall pay and shall cause their nominee in that behalf to pay to the Maharashtra State Electric Supply Company, Limited, the charges for electricity consumed for the aforesaid purposes. The Builders/Promoters shall pay the municipal taxes, and any other tax, if any levied on the aforesaid advertisements.

**12. COVENANTS OF THE PURCHASER/S:**

The Purchaser/s for himself/themselves with the intention to bind all persons unto whosoever's hands the said premises may come doth hereby covenant with the Builders/Promoters as follows:

- 12.1 Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Builders/Promoters alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Builders/Promoters in this regard.
- 12.2 To maintain the said Premises at the Purchaser/s' own cost in good and tenantable repair and conditions from the date on which possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Building, its staircase or its passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change or alter or make additions in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof.

- 12.3 Not to store in the said Premises any goods which may be of hazardous, combustible or dangerous nature or which are so heavy that they damage the construction or structure of the said Building or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried in heavy packages which may damage or is likely to damage the staircase, common passages or any other structures of the said building/s including its entrances. In case any damage is caused to the said Building or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breaches or negligence or default.
- 12.4 To carry out at his/her/their own cost all internal repairs to the said Premises and maintain the said Flat in the same condition, state and order in which it was delivered by the Builders/Promoters to the Purchaser/s and shall not cause to suffer or be done anything in or to the said Building or the said Premises which may contravene the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser/s committing any act in contravention of the above provisions the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 12.5 Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any additional or alteration of whatsoever nature in or to the said Premises or any part thereof nor any alteration in elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains, pipes of the said Premises and appurtenant thereto in good and tenantable repairs and conditions and in particular so as to support, shelter and protect the other parts of the said Buildings and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members of the said Flat, entrance foyer and cladding of each lift lobbies without the prior written permission of the Builders/Promoters and/or the Society.
- 12.6 Not to do or permit to be done any act or things which may render void or voidable any insurance of the said property and the said buildings or any part thereof or whereby any increased premium become payable in respect of such insurance.
- 12.7 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property including the said Property and the said buildings.
- 12.8 Pay to the Builders/Promoters within 7 days of demand by the Builders/Promoters, his/her/their share of charges / fees / deposit demanded by concerned local authority or

Government for giving water, electricity or any other service connection to the said Building.

- 12.9 To bear and pay/reimburse all local taxes such as development taxes, property tax, water charges, insurance, service tax, VAT etc and such other levies, if any, which are or as may be imposed by the KDMC and/or State/Central/Government and/or Public Authority from time to time in respect of the said Premises and/or on this agreement embodying the contract and/or transaction.
- 12.10 In the event of there being any dispute and/or litigation in respect of any tax or levy payable for the said Premises arising out of the applicability and/or interpretation of any statute, then in that event, the Purchaser/s shall be bound to deposit the disputed amount in an Escrow Account to be maintained by the Builders/Promoters, subject to the final determination of such dispute. The Purchaser/s agree/s that he/she/ they will enter into a separate Escrow Agreement for the above said purpose, if demanded by the Builder/Developer.
- 12.11 The non-deposit by the Purchaser/s of this amount shall be deemed to be a breach of the agreement and the Purchaser/s shall be liable and /or responsible for all the consequences arising there from. In the event of it being found that no such tax is payable, then the amount so deposited in the Escrow Account shall be refunded back to the Purchaser/s.
- 12.12 The Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchaser/s' interest or benefit under this agreement or part with the possession of the said Premises until all the amounts payable by the Purchaser/s to the Builders/Promoters under this agreement are fully paid and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has intimated in writing to the Builders/Promoters and has obtained the written permission to that effect in writing from the Builders/Promoters.
- 12.13 The Purchaser/s shall observe and perform all the rules and regulations of the Society and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building/s and said 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/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or

other outgoings in accordance with the terms of this agreement.

- 12.14 Till the management of the said Buildings is handed over to the Society/Federation the Purchaser/s shall permit the Builders/Promoters and their surveyors and agents with or without workman and other, at all reasonable times to enter into and upon the said Premises, the said Building and the said Property or any part thereof to view and examine the state and conditions thereof as also for making, maintenance repairing, improving, replacing, rebuilding, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also services, drains, pipes, cables, water connections, electric connections, wires, part structures and other conveniences belonging to or serving the said Premises or the building/s in which the said Premises is located and for the purpose of laying down, maintaining, repairing, testing drainage lines, water pipes and electric wires and for similar purposes.
- 12.15 Not to change the external colour scheme or the pattern of the colour of the building.
- 12.16 Not to change exterior elevation or the outlay of the Building.
- 12.17 Not to fix any grill to the said Premises, building or windows other than those provided by The Builders/Promoters.
- 12.18 The Purchaser/s shall not do or suffer to be done anything on the said Property or the building/s which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commits any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Builders/Promoters in that behalf.
- 12.19 The Purchaser/s at no time shall demand partition of his/her/their interest in the said Building and/or the said Property. It is being hereby agreed and declared by the Purchaser/s that his/her/their said interest is inseparable/indivisible.
- 12.20 The Purchaser/s hereby agree/s and confirm/s that violation of any of the terms and condition or any wrongful act or deed on the part of the Purchaser/s shall be treated as a breach of the terms and conditions of this Agreement and shall entitle the Builders/Promoters to terminate this agreement and resume possession of the said Premises.
- 12.21 The Purchaser/s confirms that the Builders/Promoters have given full free and complete inspection of documents



of title in respect of the Property and the Purchaser/s confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser/s has inspected the Title Certificate issued by the Advocates & Solicitors of the Builders/Promoters and the Purchaser/s undertakes not to raise any objection and/or requisition on the title to the Property.

- 12.22 The Purchaser/s shall have no claim save and except in respect of said Premises. All other areas including common terraces, open spaces, parking spaces, lobbies, staircases, recreation spaces, terraces etc. will remain the property of the Builders/Promoters until the whole of the said Property are transferred as herein provided subject to the rights of the Builders/Promoters as contained in this Agreement.
- 12.23 Till a conveyance of the said land and building is executed the Purchaser/s shall permit the Builders/Promoters and his/her/their surveyors, agents with or without workmen and other at all reasonable times to enter into and upon the said lands and building or any part thereof to view and examine the state and condition thereof.
- 12.24 The transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, the same shall be payable by the Purchaser/s along with the other purchasers of the building on demand at any time.
- 12.25 The Builders/Promoters shall enter into separate agreements with the Purchaser/s of different premises / Flat in the said Building on the terms and conditions substantially similar hereto and the benefit of this and such other agreements shall ensure for the benefit of all premises/Flat for enforcement not only against the respective Purchaser/s thereunder, but all premises in the said Building and the provisions of such agreements shall bind to the extent applicable to the transferee/s of premises from the original Purchaser/s also.
- 12.26 It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Builders/Promoters or the society. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law

of the said Property and other buildings or any part thereof in favour of the Purchaser/s.

- 12.27 The Builders/Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner they deem proper the said terrace of building etc., to anybody. The Purchaser/s along with the other Purchasers will not raise any objection of whatsoever nature. The open spaces shall always be the property of the Builders/Promoters and the Builders/Promoters shall have full right and absolute authority to enclose the said stilt area of the building/s, if any and further shall have the right to sell the same to any prospective purchaser/s for exclusive use and benefit of such purchaser.
- 12.28 NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser/s shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him/her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Builders/Promoters until the said land and the said building is conveyed to the co-operative society as herein before mentioned.
- 12.29 The development and/or betterment charges or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the Purchaser/s along with all the Purchasers of flats/units in the building in proportion to the floor area of their respective premises.
- 12.30 The Purchaser/s and/or the Builders/Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Builders/Promoters and/or the Society may require for safe-guarding the interest of the Builders/Promoters and/or the Purchaser/s and the other Purchasers of the said premises in the said building.

These covenants shall be binding on the Purchaser/s and shall be operative even after the formation of the Society/Organisation/Apex Body.

### 13. **STAMP DUTY AND REGISTRATION:**

- 13.1 All costs, charges and expenses including stamp duty and registration charges of this Agreement and/or any other writing or documents in furtherance of this Agreement shall be borne and paid by the Purchaser/s alone. If any stamp duty over and above the stamp duty already paid on this agreement, including the penalty, if any is required to be paid or is claimed by the Superintendent of Stamps/Collector of Stamps or concerned authority, the

same shall be borne and paid by the Purchaser/s alone. The Builders/Promoters shall not be liable to contribute anything towards the same nor shall the Purchaser/s hold the Builders/Promoters liable and/or responsible towards the said liability. The Purchaser/s shall indemnify the Builders/Promoters against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss or damage that may be suffered by the Builders/Promoters. The Purchaser/s shall also fully reimburse the expenses that may be incurred by the Builders/Promoters in consequences of any legal proceeding that may be instituted by the authorities concerned against the Builders/Promoters or vice versa for non-payment and/or under payment of stamp duty by the Purchaser/s.

- 13.2 The Purchaser/s shall pay to the Builders/Promoters his/her/their share of stamp duty and registration charges payable in respect of conveyance or lease or any document or instrument of transfer in respect of the said property and the said building/s to be executed in favour of the Federal Society/Apex Body as and when demanded by the Builders/Promoters.

14. **NOTICES:**

ALL notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A.D. Post or Courier to the Purchaser/s at his/her/their address as specified hereinabove.

15. **INDEMNIFICATION BY THE PURCHASER/S:**

The Purchaser/s shall indemnify and keep indemnified the Builders/Promoters and hold the Builders/Promoters harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Builders/Promoters directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Builders/Promoters under this Agreement; (b) any breach and/or default by the Purchaser/s in the performance of any and/or all of his/its obligations under this Agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's noncompliance with any of the restrictions regarding the use and/or occupation of the said Premises.

16. Notwithstanding any other provisions of this agreement the Builders/Promoters shall be entitled at his sole and absolute discretion:
- a) To form a society or limited Company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
  - b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed/assigned/leased and to shift the location of the same.
  - c) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
  - d) To decide from time to time to what extent the building/s along with land appurtenant to its is transferred to the respective body formed.
  - e) To decide from time to time when and what sort of document of transfer should be executed.
  - f) To carryout the development by amalgamating the said property with adjoining property/s and/or to expand the scheme of development by acquiring adjacent property/s. To provide permanent nature of access to adjoining properties.
17. It is clearly understood and agreed by and between the parties hereto that the Builders/Promoters shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the garden in the compound and the terrace above the top floor of the said building subject to the- necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchasers/Occupants of such terrace/garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchasers/Occupants shall not enclose or cover the said terrace/garden without the written permission of the Builder and/or the society or such body formed, as the case may be and Municipal Corporation and other concern authorities.
18. The Purchaser/s is aware that the Builders/Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats/units and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s herein or any of the Purchaser/s of any other units and in such event the Builders/Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the Purchaser/s together in respect of the flats/units in respect of which possession has been given by the Builders/Promoters.
19. If the Purchaser/s neglects, omits or fails in any manner whatsoever to pay to the Builders/Promoters any of the amounts due and payable by the Purchaser/s under the terms and

conditions of the agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser/s shall in any other way fails to perform or observe any of the covenants and stipulations or his/her/their part thereto contained or referred to, the Builders/Promoters shall be entitled or re-enter and resume possession of the said Premises/other unit etc, and of everything whatsoever therein contained and this agreement shall cease and stand terminated and the earnest money and other amounts already paid by the Purchaser/s to the Builders/Promoters shall be refunded to the Purchaser/s in respect of the said premises in accordance with the terms and conditions of this Agreement and the Purchaser/s shall have no claim in or upon the said premises and the Purchaser/s hereby agree to forfeit all his /her/their rights, title and interest in the said premises and in such event the Purchaser/s shall be liable to be immediately ejected as tress-passer but the right given by this clause to the Builders/Promoters shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the Builders/Promoters against the Purchaser/s.

20. The Purchaser/s may with prior permission in writing provide at his/her/their own costs, charges, expenses and risk extra amenities to the premises. However to grant or not to grant the permission shall be at the sole discretion of the Builders/Promoters. The Purchaser/s shall not carry out any internal or external changes, alterations or additions to the said premises until the Purchaser/s has/have paid all the monies payable by him or her to the Builders/Promoters, either towards the consideration or otherwise and only after the Purchaser/s shall have obtained a prior written permission of the Builders/Promoters in writing subject to the same having been approved by the Kalyan Dombivli Municipal Corporation. Provided further than such additions, alterations or provisions for extra amenities shall be carried out by the approved workmen, contractors of the Builders/Promoters and not through any contractors or workmen not approved by the Builders/Promoters. It is further agreed and understood by and between the parties that the Purchaser/s shall not claim any deduction in the cost of his/her/their flat/unit on account of deletion of any item of construction as per his/her/their requirements of the Purchaser/s in his/her/ their flat/unit.
21. The Purchaser/s hereby declare and confirm that he/she have entered into this agreement, after reading and having understood the contents of all the aforesaid deeds, documents, writings and papers and all disclosures made by the Builders/Promoters to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipality and all other concerned government bodies and authorities and also subject to the Builder's/Promoter's right to make the necessary amendments, variations, modifications and/or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as entire transferable development rights as may be permissible by law.

22. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Builders/Promoters herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation/possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the said organisation and the deed of conveyance/assignment/lease or any other transfer document is executed.
23. The Builders/Promoters shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and/or the said building or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the Purchaser/s under this agreement.
24. The Builders/Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
25. The stilts shall belong to the BUILDERS/PROMOTERS who alone have right to deal with or allot, dispose off the same to any prospective flat/unit purchaser for his/her/their exclusive use and benefit and purchaser/s will not raise any objection for the same. The person/s to whom the stilt portions may be sold or disposed off will be admitted as members to the co-operative society/societies or the limited company/companies or the condominium/s of apartment owners as the case may be and they will not be entitled to the same for shopping or commercial or for any other purpose and the flats/units purchaser confirm that he/she/they has/have no objection to and shall not dispute the same at any time hereafter.
26. The purchaser has seen the layout of the proposed building and complex and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the flats/units' purchasers in the said complex and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
27. The Builders/Promoters have also clearly brought to the notice of the purchaser during the course of development/ construction they will shift and/ or convert the garden, amenity area of entire or in part or will further use and utilise the benefit of the amenity area as may be sanctioned by the municipal authorities and will avail the additional construction thereof as they may deem fit and proper and also delete the construction of Garden, amenities area and the purchaser shall not raise any objection for the same and will not demand the construction there of and further will not claim any compensation there of and thus have granted their express and irrevocable consent to the Builders/Promoters for making any changes, modifications and revisions in the said entire

amalgamated property and /or sanction of plans for the further expansion buildings and commencement and completion of construction work of the same without taking any consent of the purchaser herein and the purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself / herself/ itself has expressed his/her/their express and irrevocable consent for the same and agreed to acquire the flat/unit in the said scheme of construction.

28. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the Builders/Promoters would be entitled to put up additional or other construction without any hindrance by the purchaser. Provided that any payment may, have to be made to the municipal corporation for such additional construction shall be paid by the Builders/Promoters. The Builders/Promoters shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Builders/Promoters may in his absolute discretion deem fit and proper. The Builders/Promoters will in those events be entitled to connect the electric meters, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto should be borne by the Builders/Promoters. The Builders/Promoters and/or their transferees shall have the right to use all the staircase and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of Builders/Promoters. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Builders/Promoters shall be entitled to construct the same and to sell the additional tenements. The purchaser herein and the members of the society shall admit such new intending purchaser at its members.
29. In the event of any portion of the said property being required for putting up an electric sub-station, the Builders/Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Builders/Promoters shall think fit.
30. It is hereby agreed that the Builders/Promoters shall be at liberty to amalgamate and/or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the said land so amalgamated/ combined sanctioned from the planning authority and in such event form and get registered co-operative housing society of all the flats/units purchasers in the said building and the purchasers herein shall not, in any manner object the said right of the Builders/Promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Builders/Promoters shall be at liberty and/or entitled to grant a right of way from and through the said land for approaching (or of the better approach) to the adjacent land those would be

acquired with a view to developing them and the purchaser herein shall not object the said right of the Builders/Promoters in any manner.

31. The Purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemption's orders, scheme, permission, sanction, approvals, NOCs, etc, that have been granted or sanctioned and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc, whether refundable or not.

32. **GENERAL PROVISIONS:**

32.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Builders/Promoters, any agent, employee or representative of the Builders/Promoters or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises between the Parties hereto.

32.2 The invalidity of any term, condition or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

32.3 No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

32.4 If there is more than one Purchaser/s named in this Agreement, all obligations hereunder of such Purchaser/s shall be joint and several.

32.5 The Purchaser/s hereby agree/s and confirm/s that any liability, tax, duties or impositions including service tax, works contract tax, VAT etc. related to the construction on the said Property and/or any activity whatsoever related to the said Premises shall be due and payable by the Purchaser/s on a pro rata basis. The Builders/Promoters shall have the right and be entitled to recover such amounts proportionately or otherwise if required by the law from the Purchaser/s and the Builders/Promoters decision



in respect of the same shall be final and binding to the Purchaser/s.

- 32.6 Any delay tolerated or indulgence shown by the Builders/Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Builders/Promoters shall not be constructed as a waiver on the part of the Builders/Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Builders/Promoters.
- 32.7 The Builders/Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Builders/Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee/transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser/s will not have any objection to admit such assignee or transferee as the member/s of the Society.
- 32.8 The Purchaser/s agrees that he/she along with the other Purchasers of the flats/units will not charge anything from the Builders/Promoters or his nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.
- 32.9 The Purchaser/s shall not claim any deduction in the cost of said Premises on account of deletion of any item of construction as per his/her/their requirements, of the Purchaser/s in said Premises.
- 32.10 If additional amenities are required by the Purchaser/s, then in that event the Purchaser/s agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Builders/Promoters or the Architect of the Builders/Promoters and his decision shall be final and binding.
- 32.11 The Purchaser/s covenant with the Builders/Promoters that if at the request of the Purchasers the Builders/Promoters makes any change in said Premises /Other units agreed to be sold and as a result of this the Builders/Promoters have to use any materials less than the other purchasers, even then the Purchaser shall not be entitled to any reduction in the agreed price of the said Premises and he/she shall be liable to pay the entire agreed price as per this agreement. Similarly, the Builders/Promoters is not bound to carry out any extra additional work for the purchasers without there being a written acceptance by the Builders/Promoters that they have agreed to execute the additional extra work for the

purchaser. In case if the Builders/Promoters have agreed to do any additional extra work for the purchaser/s, the Purchaser/s shall within 7 days from the date when the Builders/Promoters gives the estimated cost, deposit with Builders/Promoters the amount of such estimated cost. If the Purchaser/s fails to deposit with the Builders/Promoters the estimated cost for the additional extra work agreed to be carried out by the Builders/Promoters then the Builders/Promoters shall not be liable to carry out the said additional work in the premises of the said Purchaser/s.

- 32.12 It is also agreed and understood that the Builders/Promoters will only pay the municipal tax for the unsold flats/units after obtaining occupation certificate and/or formation of society and will not pay or liable to pay any maintenance charges like common water, light, sweeper charges, etc., and the Builders/Promoters can sell the said flats/units to any prospective buyers without obtaining the No objection from the society such formed and then such prospective buyers will become the member of the society without charge of any transfer fees etc.
- 32.13 That the Builders/Promoters has right and the purchaser/s has/have given consent to grant and/or assign the development rights in respect of the said property by the Builders/Promoters to sub-developer and/or third person but the terms and conditions of this agreement shall be binding on such sub-developer and/or third person.
- 32.14 That the Builders/Promoters has right and the purchaser/s herein has/have given the consent to the Builders/Promoters to grant permission/consent to any company in telecom sector, to install the telephone antenna/tower and ancillary units thereof by constructing room at the terrace and at the ground level and to avail the benefits, compensation of the same for their i.e Builders/Promoters exclusive use and benefits.
- 32.15 In case of any disputes, doubts, or differences arising between the parties hereto, in respect of any of the terms and conditions of this agreement or in respect of interpretation, of any of the terms or conditions of this presents or in respect of any other matter, cause or thing whatsoever not contained herein otherwise provided for, between the parties shall be referred to adjudication to the Arbitration subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof for the time being in force, and the parties shall appoint sole arbitrator or one arbitrator by each party and such arbitrators shall elect one umpire and decision of the said Arbitrator or umpire as the case may be shall be binding upon the parties.
- 32.16 This agreement shall always be subject to the provisions of the MOFA and the rules made thereunder.

**FIRST SCHEDULE (the said Property)**

All that piece and parcel of land lying, being and situate at Village Mohili, Taluka Kalyan, Dist Thane bearing:

Survey No.	Hissa No.	Area (Sq.meters)
33	2	3540.95

and within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan together with building and structures standing thereon bounded as follows: that is to say:

On or Towards the North: Survey No. 33/3

On or Towards the South: Survey No. 33/1

On or Towards the East: Survey No. 29/10

On or Towards the West: Vacant Land

**SECOND SCHEDULE (Description of said Premises)**

Flat/ Unit bearing No. 1304 on 13TH Floor, admeasuring 52.56 sq. mtr. (Carpet) (Carpet area includes the area of balconies) plus 4.80 sq. mtr. of E.P. area plus 2.37 sq. mtr. C.B. area plus 1.53 sq.mtr. of Utility area in the building to be known as “FALCO WOODSHIRE”, situated at Village Mohili, Taluka Kalyan, District Thane proposed to be constructed on property bearing Survey No. 33 Hissa No. 2 more particularly described in First Schedule hereinabove written.

**WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands the day and year hereinabove written.

**SIGNED AND DELIVERED**

by the within named  
**BUILDERS/PROMOTERS**

**M/S. Shreeji Enterprises**  
proprietor/ Authorized Signatory

through its

**SANDEEP RATAN PATIL** \_\_\_\_\_

**SIGNED AND DELIVERED**

by the within named  
**PURCHASER/S**

1. **MR. ALI HAIDER RIYASAT ALI MOGHAL** \_\_\_\_\_



## LIST OF AMENITIES

1. **Flooring:** □Vitrified flooring
2. **Kitchen:**
  - Granite Platform / Service Platform
  - Stainless steel sink
  - 2 Feet tiles in kitchen above platform
3. **Wall finish:**
  - External Painting: Water Proof Acrylic Paint
  - Internal Painting: Putty/POP/Gypsum coated finished wall painted with acrylic paint
4. **Toilet:**
  - Designer/premium tiles up to ceiling height
  - Branded quality fittings □Branded wash basin
5. **Doors & Windows:**
  - Doors Shutters: Decorative main door with laminate & flush door with paint finish
  - Windows shutters: Powder Coated Aluminium Sliding windows
6. **Electrification:**
  - Concealed ISI Quality wiring
  - Telephone, cable TV and AC point with concealed electrical fittings
  - Branded modular switches
7. **Plumbing:**
  - Concealed piping system in kitchen & toilet
8. **Security:**
  - Intercom facility from ground floor lobby to each flat  
intercommunications facilities
  - Video door phone
9. **Lift**

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*\* The developer reserves the right to make modifications and changes to features and finishes, brands, materials, building design, specifications, ceiling heights, flooring patterns and floor plans without notification*