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पाने ६/२५

Village :- NIZAMPUR
 Flat Area :- 64.77 SQ.MTR.
 Actual Value :- 40, 90,000/-
 (Stamp Rs :- 2, 45,400/-

AGREEMENT TO SALE

This Agreement made at Bhiwandi

On this 07th day of June 2018

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THIS AGREEMENT TO SALE has been made and entered into at Bhiwandi, (Dist. Thane) on this 07th day of June 2018.

B E T W E E N

M/S. MANNAS DEVELOPERS, a Partnership Firm having its office at Kala Palace, Ground Floor, Block No.A-25/R-145, Ulhasnagar-1, (Dist. Thane) through its authorized representatives **SHRI MUKESH GOBINDRAM KIMTANI** hereinafter referred to as "**THE PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its Partners, successors, executors, administrators, representatives and assigns etc.) Party of the First Part;

A N D

MR. MEHABOOB ALAM Y KHAN AGE.44 YEARS OCC. BUSINESS.

MRS. ROSHAN JAHA MAHBOOB ALAM KHAN AGE.38 YEARS OCC. HOUSE-WIFE.

Residing at **1089, ASHIYA APARTMENT, 2ND FLOOR, NASHIK ROAD, NEAR NAGMA HOTEL, AUCHIT PADA, BHIWANDI-421302, DIST.THANE.**



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Hereinafter referred to as "**THE PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, successors, executors, administrators, representatives and assigns etc.) Party of the Second Part;

WHEREAS, the Promoter are sole and absolute Owners and fully sized and possessed of all that pieces and parcels of N.A.Land admeasuring about 18030 sq.mts. or thereabouts bearing S.No.35 H.No.2 C.T.S.No.4031 (admeasuring about 11160 sq.mtrs), S.No.74 H.No.1 C.T.S.No.4032-P (admeasuring about 390 sq.mtrs) S.No.110 H.No.1 C.T.S.No.4029-P (admeasuring about 2610 sq.mtrs) S.No.35 H.No.3 C.T.S.No.4030 (admeasuring about 3870 sq.mtrs) at Village: Nizampur within the limits of Bhiwandi Nizampur City Municipal Corporation Bhiwandi, (Dist. Thane), (hereinafter referred to as "THE SAID LAND").

That, vide Agreement to Sale (Satue Karar) dated 24/02/2009 registered with Office of The Sub Registrar Bhiwandi vide Reg.S.No. BVD-1-1137/2009 dated 24/02/2009, Reg.S.No. BVD-1-1138/2009 dated 24/02/2009 the Promoters has agreed to purchase the said land from Shri Ashutosh Gnan



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Rasul Patel & Others on the terms and conditions contains therein.

AND, vide Deed of Conveyance dated **10/01/2011** duly register with The Sub Registrar Bhiwandi, Bhiwandi vide Reg.S.No. BVD-2- 251 /2011 & Reg.S.No. BVD-2-252/2011 Shri Ashraf Gulam Rasul Patel & Others through their Constituted Attorney **Shri Haresh Nanikram Hotwani** have executed conveyance of the said land in favour of the Promoters hereto.

AND, from the date of conveyance the Promoters are in absolute physical possession of the said land having clean and marketable title free from all encumbrances & legally competent and even otherwise sufficiently entitled to the said land intends to develop the said Land by constructing multistoried RCC Residential Complex on the said land.

AND WHEREAS, the Promoters along with Owners of adjoining lands prepared plan for obtaining construction permission of Land area totally admeasuring about 24407 sq.mtrs or thereabouts through their Architect Fauji Associates and submitted the same with Bhiwandi Nizampur City Municipal Corporation Bhiwandi, (Dist. Thane).



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AND, Bhiwandi Nizampur City Municipal Corporation has issued Construction Permission vide Permission No.

बा.प्र.क्र/७५/Nizampur/2009-2010 vide Outward No.R.V.2056 dated 04/12/2010.

AND, vide Application dated 25/09/2010 the Promoters have submitted revised Plan with Bhiwandi Nizampur City Municipal Corporation Bhiwandi, (Dist. Thane).

AND, accordingly Bhiwandi Nizampur City Municipal Corporation Bhiwandi has sanctioned Revised Plan vide बा.प्र.क्र/०५/Nizampur/2011-2012 vide Outward No.R.V.1408 dated 28/08/2011 for construction of Bldg No. A wing 1 & 2, Bldg No.B wing 1 & 2, Bldg No.C wing 1 & 2, Bldg No.D wing 1, Bldg No.E wing 1 & 2 Bldg No.F wing 1 and granted Permission for construction of 29127 sq.mtrs.

AND, as per mutual understanding and Agreement dated / / 2011 the Promoters and Land Owners of adjoining Land have divided portion of constructed area as per their Proportionate share in the said Land.



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AND, as per mutual understanding the Promoters are entitled to develop Bldg No. A wing 1 & 2, Bldg No.B wing 1 & 2, Bldg No.C wing 1 & 2, Bldg No.D wing 1 from the said Plan and Owners of adjoining Land Shri Ishtiyaque Mukhtar Shaikh and others are entitled to develop Bldg No.E wing 1 and 2 Bldg No.F wing 1 out of the said Permission.

AND, accordingly the Promoters and Owners of adjoining Land Shri Ishtiyaque Mukhtar Shaikh and others have demarcated the said Land as per sanction Plan with intent to commence work on the said land.

AND WHEREAS in pursuance to the sanctioned plans and permissions as recited hereinabove and further grant of revisions and renewals thereto from time to time, the Promoters have commenced the construction work of the proposed buildings on said entire property;

AND WHEREAS the parties here to have agreed to the said proposal.

AND WHEREAS the Purchaser/s has/have demanded from the Promoters and the Promoters have given the inspection of all the documents of title relating to the said land to the Purchaser and the plans, designs, specifications prepared by the Promoters Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963,



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(hereinafter referred to as "the said Act") and the rules made there under;

AND WHEREAS the copies of Certificate of Title issued by the Advocate of the Promoters to the said property and copies of extracts of 7/12, the list of amenities to be provided and the floor plan approved by the local authority have been annexed here to and marked as Annexure " A wing 1 & 2, Bldg No.B wing 1 & 2, Bldg No.C wing 1 & 2, Bldg No.D wing 1," respectively;

AND WHEREAS the Promoters have got approved from the concerned local authority the plans, specifications, elevation and details of The Said Building (hereinafter referred to as "the said plans");

AND WHEREAS the Purchaser have inspected the copy of orders, sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Purchaser and the Purchaser is fully aware of the covenants, common rights as appearing on the sanctioned plans and after going through the same and being fully satisfied about the same, the Purchaser has granted his / her express and irrevocable consent for the same;

AND WHEREAS the Purchaser has seen the site of the project, the progress of work of construction of the said buildings;

AND WHEREAS the Promoters have given the clear inspection of the sanctioned plans to the Purchaser and have brought to the knowledge of the Purchaser that the said entire project also interalia provides for future expansion of buildings as well as include the further consumption and utilization of the transfer of development rights, staircase floor space index, permitted increases in floor space index, floor space index of certain amenity area as well as recreation spaces and exploitation of entire available potentiality of floor space index & has represented and brought to the notice of the Purchaser and Purchaser is fully aware and having the true and correct knowledge that the scheme of construction presently undertaken by the Promoters will be further suitably altered, modified and revised from time to time and thus the purchaser herein is fully aware & having the full and absolute knowledge of the total construction scheme, the number of buildings recreational facilities and amenity area and the purchaser herein along with the other purchasers will not raise any objection, hindrance or obstruction at the time of formation of condominium of apartments its conveyance, demarcation; grant



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of right of way, easement rights and other benefits attached to the said different portions of land as described hereinabove;

AND WHEREAS the Promoters have brought to the knowledge of the Purchaser herein that the recreational facilities in the said scheme of construction will available to the flat purchasers in the said project at the absolute discretion of the Promoters herein and subject to the Purchasers paying the requisite monthly / lump sum charges, deposits and amounts for the same;

AND WHEREAS the Promoters have brought to the knowledge of the purchaser herein and the Purchaser/s is/are aware that the Promoters during the course of construction and completion of the entire scheme of construction will acquire additional F.S.I., T.D.R., staircase F.S.I. and/or any other incentives and increase in F.S.I. as per the rules and regulations of the Municipal Corporation on the above recited buildings and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans, amended, revised, modified as the Promoters may deem fit and proper and the Purchaser has accorded his / her express and irrevocable consent for the same;

AND WHEREAS the Promoters have also clearly brought to the notice of the Purchaser during the course of development / construction they will shift and / or convert the amenity area of the said entire project or will further use and utilize 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 certain amenities area and garage premises and the Purchaser shall not raise any objection for the same and will not demand the construction thereof and further will not claim any compensation thereof and thus have granted their express and irrevocable consent to the 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 WHEREAS the Purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself / herself has expressed his / her express and irrevocable consent for the same and agreed to acquire the flat in the said scheme of construction and the above covenants,



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rights, privileges and benefits shall always remain valid, subsisting and completely in force and the same will be incorporated in the further writings, documents, deed of assignment, conveyance and / or transfer deeds as and when executed in favour of the condominium of apartment owners as the case may be and such contents will be irrevocably and expressly agreed, accepted, noted and incorporated in the above referred documents to be executed without raising any objections and obstructions of any nature whatsoever;

AND WHEREAS relying upon the said aforesaid representations and its express and irrevocable acceptance by the purchaser herein, the Promoters agreed to sell to the Purchaser a Flat so decided price and on the terms and conditions herein after appearing;

Now this presents witnesses and it is hereby agreed by and between the parties hereto as follows:-

1. THE Promoters shall construct the buildings on the said property in accordance with the plans, which can be changed from time to time' design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Promoters may consider necessary or as may be required by the Bhiwandi Nizampur City Municipal Corporation to be made in them or any of them for which the Purchaser hereby gives consent.
2. THE Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s the **Flat No. 602** on the **6TH FLOOR**, admeasuring **64.77 SQ.MTRS.** Carpet in the building Name. **A-1 TULIP** of the scheme known as **"RIVIERA PALMS"** and as shown on the floor plan thereof here to annexed and marked as annexure "C") hereinafter referred to as "the said premises") for the consideration of **Rs.40,90,000/- (RUPEES FOURTY LAKHS & NINETY THOUSAND ONLY)** The Purchaser hereby agrees to pay to the Promoters and the Confirming Party the aforesaid consideration/price in the following manner viz.:
 - 10% paid on or before execution of these presents as earnest money (the payment and receipt whereof the Promoters doth hereby admits, acquits, acknowledges and discharges the Purchaser absolutely and forever)
 - 12% to be paid on completion of plinth.



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- 60% to be paid on completion of slabs (7.5% / 5%) as per the said building.
- 5% to be paid on commencement of brick work.
- 3% to be paid on commencement of internal plaster work.
- 3% to be paid on commencement of external plaster work.
- 5% to be paid on commencement of flooring work.
- 2% to be paid within seven days from the date of receipt of intimation that the said premises are ready for use and occupation.

➤ **REAMINING 39, 90,000/- (RUPEES THIRTY NINE LAKHS NINETY THOUSAND ONLY) WILL BE PAID UPTO 30TH/JUNE/2018 FROM THE DATE OF THE REGISTRATION. IF FAILURE IN THE PAYMENT UPTO 30TH/JUNE/2018 THEN THIS AGREEMENT WILL BECAME NULL & VOID.**

THE Purchaser agrees and assures to pay the following amount towards on demand and/or prior to taking the possession of the said flat viz.

- 1 Requisite advance of towards the provisional maintenance charges in respect of the said flat. (Security, lift, MSEB, Common Area Municipal Tax) Of the COMMON AREAS.
- 2 Requisite service tax, value added tax, sales tax and / or any other taxes imposed by the government, semi-government authorities in respect of the sale of said premises.

It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the 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 or registered post A.D./Hand Delivery/Courier at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the Promoters/Builders.

3. The 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.



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4. The Promoters hereby declare that they have utilized the floor space index as mentioned in the approved plan and the Promoters has brought to the notice of the Purchaser herein and the Purchaser herein is fully aware that the Promoters intends to acquire the transfer of development rights to be used, availed and consumed on the said property and thereby construct additional floors, flats, units and the Purchaser herein has granted his / her express and irrevocable consent for the same and the Purchaser herein along with the other purchasers in personal capacity or in the capacity as the member of the cooperative housing society or any corporate body as the case may be will not raise any objection / hindrance and will render sincere cooperation for the Promoters to consume and avail the T.D.R. and complete the additional construction as per the plans and permissions granted by the Municipal Corporation. It is also expressly brought to the notice of the Purchaser that in the event of Promoters availing additional floors and construction, the number of flats and occupants will increase accordingly and such additional flat purchasers will be entitled to all the facilities of the entire housing complex and the same is known, accepted and confirmed by the Purchaser herein.
5. THE Promoters hereby agree that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoters have absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.
6. THE Purchaser agrees to pay to the Promoters interest @ 24% per annum on all the amounts which becomes due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.
7. ON the Purchaser committing default, in payment of the date of any amount due and payable by the Purchaser to the Promoters under this agreement, (including his share of the interest on the said amount) the Purchaser shall be liable to pay to the Promoters the amount of the said interest on the said amount at the rate of 24% per annum from the date of default till the date of payment of the said amount.



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their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate this agreement and to forfeit the moneys paid by the Purchaser under this agreement.

THE Promoters shall have the first lien and charge on the said flat/premises agreed to be acquired by the Purchaser in respect of any amount due and payable by the Purchaser under this terms and conditions of this agreement.

8. THE fixtures, fittings, and amenities to be provided by the Promoters in the premises and the said building are those that are set out in the Annexure "D" annexed hereto.
9. THE Promoters shall give possession of the said premises to the Purchaser or his / her nominee or nominees on or before If the Promoters fails or neglect to give possession of the premises to the Purchaser or his / her nominee or nominees by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said Act then the Promoters shall forthwith refund to the Purchaser the amount already received by him in respect of the premises with simple interest @ 9% p.a. from the date of Promoters received the sum till the date the entire amount and interest thereon is refunded by the Promoters to the Purchaser. They shall, subject to prior encumbrances, if any, be a charge of the said land as well as the construction or building in which the premises are situated or were to be situated.

THE Promoters shall be entitled to reasonable extension of time for giving delivery of the said flat on the aforesaid date, if the completion of building in which the said flat is situated is delayed on account of :-

- i) Non-availability of steel, cement other building materials, water or electric supply;
- ii) Floods, earthquakes, natural calamities,
- iii) War, civil commotion or Act of God;
- iv) Any notice order, rule, and notification of the Government and / or other public or competent authorities.
- v) Circumstances beyond the control of Promoters.
- vi) Or any changes in government policy



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10. THE Purchaser shall take possession of the said premises within 7 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.
11. THE Purchaser shall on receipt of possession use the premises or permit the same to be used only for the purpose of residence and / or for such other purpose as may be authorized by the Builders / Developers in writing and as may be permissible in law and / or the local authority and / or any other concerned authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said buildings and / or owners and occupiers of the neighboring property or properties.
12. THE Purchaser along with the other Purchasers of the Flats in the building shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose he / she shall also from time to time attend the office of the Promoter and sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the co-operative society including the bye laws of the proposed society. No objection shall be taken by the Purchaser 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 Co-operative Societies or any other competent authority.
13. ON the completion of all the buildings (with its all wings) and on receipt by the Promoters of the full payment of all the amounts due and payable to him by all the purchaser/purchasers of all the flats/ premises in the said building, the purchasers shall co-operate with the Promoters in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the Promoters in respect of the flats other portions in the said building, are paid in full as aforesaid, the Promoters shall cause to be transferred to the society all the rights title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of



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agreement. It is clearly brought to the notice of the Purchasers that there are number of buildings in the said property undertaken by Promoters, the execution of the conveyance may be delayed and the Purchasers shall not raise any objection till all the buildings in the said layout are constructed and the flats therein are sold out to the prospective buyers.

14. COMMENCING a week after notice in writing is given by the Promoters to the Purchaser that the said premises are ready for use and occupation. The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land called as open land tax, betterment tax, for the period from the date of building commencement certificate till the date of occupation certificate, the Purchaser shall be liable to bear and pay the proportionate share of municipal tax, outgoings in respect of the said land, flat and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said building. The Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share is so determined by the Promoters shall pay to the Promoters provisional monthly contribution of Rs.3 on per sqft. On the Carpet Area **Rs.2091/-** per month **As decided by the Promoters at the time of registration**. Towards the outgoings from the date of notice as aforesaid. The amount so paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deduction there from for the actual expenses incurred in various account) shall be paid over by the Promoters to the Co-operative Society or as the case may be. The Purchasers agrees to pay the maintenance charges as well as, recreational facilities charges per month in advance to the Promoters if provided by the Promoters.

The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in



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advance and shall not withhold the same for any reasons whatsoever.

15. THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.
16. THE Promoters hereby declare that the said premises are not subject to any mortgage, charge, lien or any other encumbrances whatsoever.
17. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenantable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.
18. THE Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or are rejected to by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences of breach of this clause.
19. THE Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Promoters and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for anything so done in connection with the said building and/or the said premises and be liable for the consequences thereof.
20. THE Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor



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shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewer, drains, pipes in the said premises an appurtenances thereto in good tenantable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, R.C.C. pardsis or other structure or structural members in the said building without prior written permission of the Promoters and/or Society.

21. The Promoters may make alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alterations / additions do not substantially affect the flat / shop / premises agreed to be purchased by the Purchaser.
22. THE Purchaser shall not do permit or caused to be done any act or thing which render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
23. THE Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said property or building.
24. In case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Purchaser along with the other Purchasers of the said building. The Purchaser agrees to pay to the Promoters within seven days of demand the Purchaser's share of such amount of deposit. The Purchaser also agrees to contribute proportionate expenses for electric transformer, water connection etc., if insisted by the concerned authorities charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies.
25. THE development and/or betterment charges, N.A. taxes, open land taxes or other taxes levied by the concerned local authority, Government and/or any other public authority



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in respect of the said property and/or building, shall be borne and paid by the Purchaser in proportion to the floor area of their respective premises from the date of Registration.

26. THE Purchaser and/or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoters and/or the Society may require for safe-guarding the interest of the Promoters and/or the Purchaser's.
27. 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 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 Promoters until the said land and the said building is transferred to the co-operative society as herein before mentioned.
28. THE Purchaser shall not let, sub-let, transfer, assign or part with his / her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the Promoters.
29. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement.



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30. The Purchaser shall be entitled to the benefits offered to him under the provisions of the Bombay Stamp Act, 1958 in case of transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.
31. ANY delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be constructed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.
32. ALL costs, charges and expenses, penalties, Service Tax, Value Added Tax (VAT), Sales-Tax and any other levies if any, including stamp duty, registration charges and expenses in connection with the 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 and paid by 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 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 Promoters shall attend such office and admit the execution thereof. The Purchaser shall deposit with the 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 Purchaser of various flats in the said building pay the proportionate amount of stamp duty and registration charges, if any, the 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.
33. ALL notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A.D. Post or Under Certificate of Posting or hand delivery or courier to the Purchaser at his / her / their address as specified herein below.



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POSTAL ADDRESS: - 1089, ASHIYA APARTMENT, 2ND FLOOR, NASHIK ROAD, NEAR NAGMA HOTEL, AUCHIT PADA, BHIWANDI-421302, DIST.THANE.

34. THE Purchaser shall permit the Promoters and his / her Surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.
35. 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 belong 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. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the society.
36. a) The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he / she deem proper the said terrace, stilt, etc., to anybody. The Purchaser along with the other Purchasers will not raise any objection of whatsoever nature. The stilt and open spaces shall always be the property of the Promoters and the Promoters shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to sell the same to any prospective purchaser.
- b) The Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the 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 will not have any objection to admit such assignee or transferee as the member/s of the Society.
- c) The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoters or its 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 boards etc., for the purpose mentioned hereinabove.



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37. THE Purchaser shall not claim any deduction in the cost of his / her flat on account of deletion of any item of construction as per his / her requirements, of the Purchaser in his / her flat.
38. IF Additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and the decision shall be final and binding on the Purchaser.
39. THE Promoters shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property adjacent to this property. If any portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the Promoters shall be entitled to receive all the benefits in respect of thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof. The Promoters have the right to display advertisements hoardings and other neon sign and advertisement materials on or over the terrace, parapet wall of the building with the right to grant permission to any person / firm of that choice and the purchasers herein along with the other purchaser will not raise any objection for the same.
40. 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 along with the other purchasers of the building on demand at any time.
41. The Purchaser covenant with the Promoters that if at the request of the Purchasers the Promoters makes any change in the flats agreed to be sold and as a result of this the 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 flat and he / she shall be liable to pay the entire agreed price as per this agreement. Similarly, the Promoters are not bound to



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carry out any extra additional work for the purchasers without their being a written acceptance by the Promoters that they have agreed to execute the additional extra work for the purchaser. In case if the Promoters have agreed to do any additional extra work for the purchasers, have agreed to do any additional extra work for the purchaser, the Purchaser shall within 7 days from the date when the Promoters gives the estimated cost. If the Purchaser fails to deposit with the Promoters the estimated cost for the additional extra work agreed to be carried out by the Promoters then the Promoters shall not be liable to carry out the said additional work in the premises of the said Purchaser.

42. IT is also agreed and understood that the Promoters will only pay the municipal tax for the unsold flats/units and will not pay any maintenance charges like water, light etc., and the Promoters can sell the said flats/units to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.
43. THAT the Purchaser shall at no time demand partition of their interest in the said schedule hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impart able and it is further agreed that the Promoters shall not be liable to execute a transfer deed in favour of the Purchaser unless the Promoters decided to submit the entire building to the provisions of the Maharashtra Apartment Ownership Act, 1970.
44. Notwithstanding any other provisions of this agreement the Promoters shall be entitled at the his sole and absolute discretion:
- To form a separate/combined cooperative housing society or limited Company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
 - 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.



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- 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 it 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 grant of right of access/way and/or other easement rights to the adjacent buildings, plots of the said entire property.
45. IT is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice the stilt, garage, 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 Purchaser/Occupant of such stilt, garage, terrace or garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchaser/Occupant of such stilt, garage, terrace or garden shall not enclose or cover the same without the written permission of the Promoters and/or the society or such body formed, as the case may be and Municipal Corporation and other concern authorities.
46. It is specifically declared that if the Promoters provides the facility of bore well then the Promoters shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Promoters for construction of other buildings in the adjoining properties.
47. THE Purchaser/s is aware that the 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 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

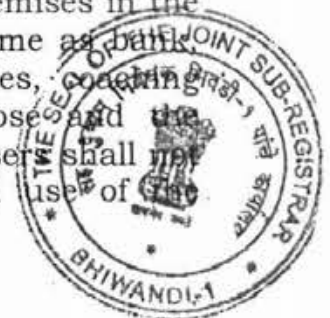


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event the Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Promoters.

48. If the Purchaser neglects, omits or fails in any manner whatsoever to pay to the Promoters any of the amounts due and payable by the Purchaser under the terms and conditions of the agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations or his part thereto contained or referred to, the Promoters shall be entitled or re-enter and resume possession of the said flat/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 to the Promoters shall be refunded to the Purchaser in respect of the said premises and the Purchaser shall have no claim in or upon the said premises and the Purchaser hereby agree to forfeit all his rights, title and interest in the said premises and in such event the Purchaser shall be liable to be immediately ejected as trespasser but the right given by this clause to the Promoters shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the Promoters against the Purchaser.
49. IN the event of the society or corporate body being registered before the sale and disposal by the Promoters of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Promoters in any matter concerning the building construction and completion thereof and the Promoters shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.
50. THE Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchaser shall not raise any objection for such non-residential use of flat



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premises sold by the Promoters to the intending Purchasers.

51. If THE Purchaser herein has desired to avail the special amenities over and above the general amenities as mentioned in the Annexure hereto and the Purchaser has agreed to pay the extra consideration as mentioned in the supplemental agreement for providing amenities. It is further agreed and understood by and between the parties that the said amenities shall be provided only on payment of installment as mentioned in the supplemental agreement and that such agreement shall form a part and parcel of this agreement.
52. THE Purchaser shall lodge at his own costs as to the registration charges for registration within two months of the date of this agreement and shall intimate the Promoters within 7 days from the date of lodgment and serial number under which the same is lodge for registration with Xerox copy of receipt in order to enable the Promoters to admit the execution of the same.
53. THE stilt, basement and garage as well as the open parking spaces if any, shall always be the property of the Promoters and the Promoters have full right and authority to enclose the said stilt area of the building and further right to sell the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her.
54. THE Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
55. IT is brought to the notice of the Purchaser that the electric meters of all the flats premises as well as the water meters will be in the name of the Promoters herein and the Purchasers and/or their society shall get the same transferred in their favour and the Promoters herein will grant the no objection as and when required.
56. THE Promoters have explained to the Purchaser that if any difficulty arises in registration of Societies due to more than one building in the said complex then some common organization or Apex/Federal Society will be formed by the Promoters which may be found feasible and suitable in the circumstances.



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57. The Purchaser has seen the layout of the proposed building 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 buyers of the premises in the said complex and accordingly the Purchasers of the premises 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.,
58. The Promoters have given the clear inspection of the sanctioned plans to the Purchaser which also includes the consumption and utilization of the transfer of development rights also the future expansion buildings as well construction of certain amenity area as well as recreation spaces and has represented and brought to the notice of the Purchaser and the Purchaser is fully aware and having the correct knowledge that the scheme of construction undertaken by the Promoters as per the revised building permission from the BHIWANDI NIZAMPUR CITY MUNICIPAL CORPORATION on the said property described in the schedule hereunder written and thus the purchaser herein is fully aware and having the full and absolute knowledge of the total construction scheme, the Number of buildings, recreational facilities and amenity area and the purchaser herein along with the other purchasers will not raise any objection, hindrance or obstruction at the time of formation of society/ condominium of apartments its conveyance, demarcation, grant of right of way, easement rights and other benefits attached to the said different portions of land as described hereinabove. The Purchaser is also aware that there is a separate independent structure which will be independently owned and possessed by the said owners along with the open land, garden spaces, marginal spaces in around and appurtenant thereto and will have exclusive right to use, occupy and possess the same along with the of egress and ingress, internal roads, right and interest in the common amenities, recreation spaces and other benefits of the entire layout, right of access, water connection, electric transformer supply and the land to be conveyed in favour of the cooperative housing society of building will not be equivalent and in proportion to the floor space index used, utilized and consumed in the construction of buildings on the said plot.



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of land and the Purchaser herein grant his / her express and irrevocable consent for such transfer of land and construction thereon. The Promoters have also brought to the knowledge of the Purchaser that the Promoters have reserved their right and option to enroll the purchaser of the said structure to the membership of society and / or condominium of apartment owners and / or to independently convey the land and the structures along with the privileges and benefits thereto as recited above to such purchasers and the Purchaser herein is fully aware of the same and granted his / her express and irrevocable consent for the same and will not raise any objection for such option / discretion to be exercised by the Promoters at relevant times and shall render his / her utmost cooperation for the same.

59. The Promoter have brought to the knowledge of the Purchaser herein that the recreational facilities in the said scheme of construction will be used, occupied, possessed and enjoyed by the promoter herein to carry out his administration and office work and on completion of the entire project, formation of the society and at the time of execution of the conveyance of the land and building in favour of the society, the Promoter herein will hand over the possession of the recreational facilities and the same shall vested in favour the cooperative housing society absolutely and forever. The Purchaser is aware of the same and has granted his/her express and irrevocable consent for the same.
60. The Promoters have brought to the knowledge of the purchaser herein and the Purchaser/s is/are aware that the Promoters during the course of construction and completion of the entire scheme of construction will acquire additional F.S.I., T.D.R., staircase F.S.I. and/or any other incentives and increase in F.S.I. as per the rules and regulations of the Municipal Corporation on the above recited buildings and row houses and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans, amended, revised, modified as the Promoters may deem fit and proper and the Purchaser has accorded his / her express and irrevocable consent for the same,
61. The Promoters have also clearly brought to the notice of the Purchaser during the course of development / construction



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they will shift and / or convert the amenity area of the said entire project or will further use and utilize 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 certain amenities area and garage premises and the Purchaser shall not raise any objection for the same and will not demand the construction thereof and further will not claim any compensation thereof and thus have granted their express and irrevocable consent to the 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.

62. It is agreed between the parties that the Purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself / herself has expressed his / her express and irrevocable consent for the same and agreed to acquire the flat / unit in the said scheme of construction and the above covenants, rights, privileges and benefits shall always remain valid, subsisting and completely in force and the same will be incorporated in the further writings, documents, deed of assignment, conveyance and / or transfer deeds as and when executed in favour of the cooperative housing society and/or condominium of apartment owners as the case may be and such contents will be irrevocably and expressly agreed, accepted, noted and incorporated in the above referred documents to be executed without raising any objections and obstructions of any nature whatsoever.
63. The Promoters has also brought to the knowledge of the Purchaser and the Purchaser is aware that the scheme of construction undertaken by the Promoters on the amalgamated property described in the schedule hereunder written consists of various buildings and common facilities and amenities to the said entire housing project and as such the Promoters has reserved their rights and option for the formation of the society building wise or by making combination of the buildings as regards the common amenities and the same is accepted the Purchaser hereby is also further brought to the knowledge of the Purchaser that in event the Promoters intends to form a federal society of all the societies of the buildings situated in the said property then Purchaser shall execute all the writings and documents.



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for enabling the respective society in which his flat is situated to be the member of such federal society and the rules and regulations of the federal society or the apex society shall always remain binding upon the Purchaser herein and the Purchaser agree and assure to execute necessary confirmation and writings to safeguard the interest of the Promoters and for the effectual formation of such federal or apex society as the case may be and thus has granted his express and irrevocable consent for the same.

64. 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 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 Promoters. The 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 Promoters may in his absolute discretion deem fit and proper. The Promoters will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoters and / or their transferees shall have the right to use all the staircases 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 the Promoters. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the 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 purchasers at its members.
65. In the event of any portion of the said property being required for putting up an electric sub-station, the Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit.
66. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.



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67. After the possession of the premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other premises in the said building at his own costs and the Promoters shall not be in any manner be liable or responsible for the same and for any damage caused to the building.
68. IT is hereby agreed that the 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 o the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoters shall be at liberty and / or entitled to grant a right of way from or through the aid land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoters in any manner.
69. 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 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 Municipal Corporation and all other concerned government bodies and authorities and also subject to the Promoters' 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.
70. The Purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, permission, sanctions, 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



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payment of all amounts, charges, expenses, deposits etc., whether refundable or not.

71. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the 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 organization and the deed of conveyance / assignment / lease or any other transfer document is executed.
72. The 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.
73. It is expressly agreed that the Promoters shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoters and for the purpose Promoters is fully authorized to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoters or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoters, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoters shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection thereto.



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74. It is brought to the notice of the Purchaser that there will be adequate of number of underground water tanks as per the norms of the Bhiwandi Nizampur City Municipal Corporation for the entire complex and the said water tanks will have a single water supply connection as per the rules and regulations of the Bhiwandi Nizampur City Municipal Corporation and further from the said single water supply connection there will be different connections to the separate underground water tanks. It is also brought to the notice of the Purchaser that the Promoters will have the sole discretion as regards grant of underground water tank to the building and water supply thereto. It is also brought to the notice of the Purchaser that in no event there will be separate direct water connection from the main municipal connection to the underground water tank and the Purchaser has granted his express and irrevocable for the same. THE Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
75. This agreement is executed for the ownership premises area which will be acquired in the name of the Purchasers herein and/or their assignee/s and nominee/s as recited hereinabove and accordingly the purchasers have paid the requisite stamp duty and registration charges under the provisions of Bombay Stamp Act and Indian Registration Act and the necessary remission/deduction will be availed by the Purchasers herein at the time of executing the final deeds, documents, confirmations, transfer and assignment and/or assurances and incidental writings thereto in their name and / or in the name of their assignee or nominee as the case may be.
76. PROVIDED and ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchasers of other premises in the said building, and the Promoters in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Purchaser or all other Purchasers together and one by the Promoters. The Arbitrator so appointed shall appoint before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference.
77. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale,

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