

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at _____ on this _____ day of _____, 20____, BETWEEN **M/S.SHANTEE HOMES REALTY LLP**, a Regd. partnership firm having its office at Shop No.5, Sunshine Garden Bldg, Achole Road, Nallasopara-(E), Tal.-Vasai, Dist.-Palghar. (Old Dist.-Thane) Hereinafter referred to as “DEVELOPERS” (Which expression shall unless it be repugnant to the context of meaning thereof be deemed to include the survivor of the proprietor and his heirs, executors, administrators and assigns) OF THE ONE PART:-

AND

Shri./Smt./M/s _____

_____.

hereinafter called the “THE PURCHASER/S” (which expression shall unless it be repugnant to the context or meaning thereof mean and Include his/her/their heirs, executors, administration and permitted assign) of the OTHER PART.

WHEREAS,

1. WHEREAS Mr. Asajad Husain Afzal Khan & Others herein are seized and possessed of or well & sufficiently entitled to ALL THAT property situated at Village-Gokhivare, Tal.-Vasai. Dist.-Palghar, Admeasuring-0.75.6 Hector on land bearing S.No.& Hissa No. as shown in table below :

Survey No.	Hissa No.	Area	Potkharaba
226		0-24-5 Hector	0-02-8 Hector
227	3	0-26-1 Hector	-
227	4	0-03-0 Hector	-
228	-	0-17-7 Hector	0-01-5 Hector

more particular described in schedule written herein under & hereinafter referred to as “Said Property” for brevity’s sake).

2. WHEREAS Mr. Asajad Husain Afzal Khan & Others have jointly & severally sold ALL THAT Said Property of Land of their shares, having undivided Right, Title & Interest to Mr. Raaz Abdul Samad Pathan& Mr. Niyaz Abdul Samad Pathan vide Regd. Conveyance Deed No.Vasai1-3256/2014 dated 05/04/2014 situated at village-Gokhivare, Tal- Vasai, Dist- Thane, Land bearing:-

Survey No	Hissa No.	Area	Potkharaba
226		0-24-5 Hector	0-02-8 Hector
227	3	0-26-1 Hector	-
227	4	0-03-0 Hector	-
228	-	0-17-7 Hector	0-01-5 Hector

Total Area 0.75.6 Hector, (more particularly described in schedule written hereinunder & hereinafter referred to as “Said Property” for brevity’s sake)

3. Since the execution of the said Conveyance Deed vide Regd.No. Vasai1-3256/2014, Dated05/04/2014, Mr. Raaz Abdul Samad Pathan& Mr. Niyaz Abdul Samad Pathan(hereinafter referred to as the “Owners” of the said Property)& are in exclusive physical possession of the said Property.
4. That the said entire property is N.A. property vide N.A. Permission bearing No.-K-1/T-1/NAP/Gokhivare-Vasai/SR-112/2014, Dated-31/01/2015, sanctioned by collector Palghar.
5. The Owners has obtained the Commencement Certificate from VVCMC for Bldg No.03 bearing No. -VVCMC/TP/CC/VP-5545/1919/2015-16 dated- 05/10/2015 And Commencement Certificate from VVCMC for Bldg No.04 bearing No. -VVCMC/TP/CC/VP-5545/1920/2015-16 dated- 05/10/2015 And Commencement Certificate from VVCMC for Bldg No.05 bearing No. -VVCMC/TP/CC/VP-5545/1921/2015-16 dated- 05/10/2015 And Commencement Certificate from VVCMC for CFC building bearing No. -VVCMC/TP/CC/VP-5545/1922/2015-16 dated- 05/10/2015 And Revised development permission for the proposed layout from VVCMC bearing No. -VVCMC/TP/RDP/VP-5545/221/2015-16, Dated- 05/10/2015 AND Revised development permission for

Bldg No. 01 to 09 bearing No. VVCMC/TP/RDP/VP-5545/056/2016/17 dated 05/12/2016 for the said property.

6. In the premises aforesaid the “Owners” are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property & has power to develop the said Property.
7. The Subject land is falling outside the limits of 8 kms peripheral area of greater Mumbai Agglomeration and as such Urban Land (Ceiling and Regulation) Act. 1976 is not applicable.
8. The Owners herein decided to develop & construct the proposed residential & commercial buildings on the said Property and hence the Owners are referred to as the “Developers” for the Buildings mentioned herein.
9. In the premises above the Developers alone have the sole and Exclusive right to sell flats/shops/offices/units and any other premises in the said buildings and to enter in to agreement for Sale with prospective purchasers and receive the sale amounts in respect thereof.
10. Compiles of following documents are attached here to an annexure.
 - a) Commencement Certificate for the proposed building.
 - b) Non-Agricultural order bearing No.-K-1/T-1/NAP/Gokhivare-Vasai/SR-112/2014, Dated-31/01/2015, issued by the district collector Palghar.
 - c) Title certificate issued by PEN VAKIL & SONS Advocates High Court.
 - d) Typical floor plan.
11. AND WHEREAS the Developers have entered in to standard agreement with an architect EN-CON, having their office at Ambadi Road, Vasai (w), Tal. Vasai, Dist. Palghar, who are registered with the council of architect and whereas the Developers have appointed a structural engineer for the preparation of the structural design and drawings of the said building and the Developers shall accept the professional supervision of the architect and the structural Engineer till completion of the said buildings.
12. AND WHEREAS the concerned authority have approved the plans, Specification, elevations section and details of the said buildings and Developers have accordingly commenced construction of the said building in accordance with said plans.
13. AND WHEREAS the purchaser/s has demanded from the Developers and the Developers have given inspection to the purchaser/s of all the Documents of the title relating to the said Property, order under the land building act, the plans Design and specification prepared by the Developers architect EN-CON and of

such other documents as are specific under the Maharashtra ownership Flats (Regulation of construction Sale management and transfer) Act,1963 (hereinafter referred to as the ownership flats Act) and the rules made thereunder.

14. AND WHEREAS prior to making application as aforesaid, as required by the provision of the Maharashtra Co-op. Societies Act,1960 (Maharashtra Act No. XXIV of 1960) and the urban land (Ceiling and Regulation) Act,1976 the purchaser/s has made a declaration to the effect that neither the purchaser/s nor the member of the Family (as defined under the URBAN AND CEILING AND REGULATION ACT 1976) of the purchaser/s own a tenement, house or building within the limits of Palghar Urban Agglomeration.
15. AND WHEREAS the Purchaser/s applied to the Developers for allotment to the purchaser/s of Unit/M.P room no. _____,Wing _____on the _____ Floor in "Sunshine Green Park" Building No._____ (hereinafter referred to as "The Said Unit" for brevity's sake and more particularly described in Schedule 'B' hereinunder)
16. AND WHEREAS relying upon the agreement, the Owners/Developers agreed to sell to the Purchaser/s the said Unit at the price and on the terms and conditions herein after mentioned.
17. AND WHEREAS prior to execution of these presents the Purchaser/s has paid to the Developers a sum of Rs._____/-(Rupees _____) Only)
being Earnest money of the sale price of the said Unit /M.P room agreed to be sold by the Developers to the Purchaser/s as advance payment or deposit payment and receipt hereof the Developers do hereby admire and Acknowledge and the Purchaser/s has agreed to pay the Developers balance of the sale price in the manner hereinafter mentioned.
18. AND WHEREAS under Section 4 of the said Act, the Developers are required to execute a written Agreement for sale of the said Unit to the Purchaser/s being in fact these presents and Also to register the said agreement under the Registration Act.

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

1. The Developers are proceeding with the construction work of the said buildings on the said Property as per the plans annexed herewith. The said sanctioned plans and specifications have been seen and approved by the purchaser/s and having satisfied himself/herself/themselves about the same, he/she/they have agreed that the Developers shall be entitled to make such variations as may be directed by the VVCMC, and/or by any other authority concerned and/or by Owners/Developers themselves.

2. The purchaser/s hereby declares that before execution of this agreement, the Developers have given the complete inspection of the entire set of title, deeds, and plans etc. as follows:
- a) Nature of development work, the title to the said property and encumbrances thereto, along with all relevant documents.
 - b) All plans and specifications duly approved and sanctioned by CIDCO/VVCMC, to be built on the said property.
 - c) Nature and particulars of fixtures, fittings and amenities to be provided in the buildings, to be constructed on the said Property
 - d) All particulars of design and materials to be used in Construction of the buildings on the said property.
 - e) The nature of organization of person to be constituted and to which the title to be passed, being either a Co-operative Housing Society Governed by provisions of Maharashtra Co-operative Societies Act, 1960 or a Private Limited Company to be governed by Provisions of Companies Act, 1956 and/or an Apartment Owner's Association to be governed by the Maharashtra Apartments Ownership Act, 1970.
 - f) The various amounts that are to be paid inter-alia towards the ground rent, betterment charges, land revenue, Assessment, municipal and other taxes and water and Electricity charges including water deposit and electricity Deposits which would be for the time being in force.
 - g) The list of the Amenities provided by the Developers to the Purchaser/s as attached here with.
 - h) The Purchaser/s hereby declare that after reading and having Understood the contracts of the aforesaid document and after taking the inspection of the entire set of title, deeds, plans etc he/she has entered into this agreement.
3. The Developers hereby declare that:-
- a) The building shall be constructed in accordance with the plans and specifications approved and sanctioned by CIDCO/VVCMC and all other concerned authorities.
 - c) Possession of the said Unit/M.P room shall be handed over to the Purchaser/s on or before such date that may be mutually agreed upon, by and between the parties hereto and subject to the force major clause hereunder written
 - d) The Developers shall form a Co-operative Housing Society Under provisions of the Maharashtra Co-operative Societies Act 1961, comprising of all the Units purchaser/s or Private

Limited Company governed by the Provisions of the Apartment Ownership Act 1970 or any other relevant act in force.

- e) The Said Unit is intended and shall be used for residential/commercial purposes as per the approval by the CIDCO/VVCMC. And the Purchaser/s undertakes that the said Unit shall not be used by her/him/them for any other purpose whatsoever.
4. The Purchaser/s hereby agrees to Purchase from the Developers And the Developers hereby agrees to sell Unit/M.P Room to the Purchaser/s being No. _____, Wing _____ having area _____ sq.mtr Carpet and having area _____ sq.mtr Built up and _____ sq.mtr terrace on _____ floor as shown in floor plan thereof hereto annexed herewith in the building known as “Sunshine Green Park” Bldg No.____”(hereinafter referred to as the said Unit”) for the total price of Rs._____/ (Rupees_____ Only) the total amount including the proportionate price of the limited amenities which are more particularly described in the schedule hereunder written. The Unit Purchaser/s hereby paid to the Developers a sum of Rs._____/ - (Rupees_____ Only) as and by way of earnest money/part payment and balance amount of purchase price of Rs._____/ - (Rupees _____ Only) to be paid to The Developers in the following manner:
- | | |
|---|-------------|
| A) On Registration | Rs._____/ - |
| B) On or before Completion of Foundation | Rs._____/ - |
| C) On or before Completion of Plinth | Rs._____/ - |
| D) On or before Completion of First Slab | Rs._____/ - |
| E) On or before Completion of Second Slab | Rs._____/ - |
| F) On or before Completion of Third Slab | Rs._____/ - |
| G) On or before Completion of Fourth Slab | Rs._____/ - |
| H) On or before Completion of Brick Work | Rs._____/ - |
| I) On or before Completion of Plaster Work | Rs._____/ - |
| J) On or before Completion of Flooring Work | Rs._____/ - |
| K) Balance before Possession | Rs._____/ - |
5. Each of the aforesaid installments of the consideration and all the amounts that are payable as recorded herein, shall be paid punctually on or before their respective due dates and without any claim or deduction. **Time being the Essence of the Contract**, in

respect of each such payment. The purchaser/s confirm/s that no interest in the said Unit is intended to pass or shall be deemed to have passed in favour of the Purchaser/s till the full payment of the consideration and all other amounts due and payable under this Agreement shall have been fully paid up by the Purchaser/s to the Owners/Developers without raising any dispute.

6. If the Purchaser/s make/s any delay or default in making payment of the installments or any other amount, mentioned herein the Developers shall be entitled to charge interest at the rate amount equivalent to the prevailing rate of State Bank of India Highest Marginal Cost of lending rate plus 2% thereon per annum on the defaulted amount from the date of default, till the date of the actual payment. Without prejudice to the aforesaid, on the Purchaser/s committing any default, in payment of any installments on their respective due dates, to the Developers under this Agreement (including his/her/their proportionate share of taxes, levied by the concerned Local Authorities and other outgoings) or on the Purchaser/s committing any breach of any of the terms and conditions herein contained on giving fourteen days prior Notice in writing, the Developers shall be entitled to terminate the Agreement provided during the said period the Purchaser/s fail to remedy the breach committed by him/her/them. In such an event the Purchaser/s fail to remedy the breach committed by him/her/them. In such an event the Purchaser/s shall not have rights, of any nature whatsoever, either in the said Unit and/or under this Agreement and/or against the Developers.
7. The Developers have completed the construction work of the building up to _____ as on execution of this agreement and Rs. _____ /-(Rupees _____ only) is due and payable by the purchaser/s, The purchaser/s is required to make the payment on or before _____ failing to which interest at the rate amount equivalent to the prevailing rate of State Bank of India Highest Marginal Cost of lending rate plus 2% thereon per annum will be payable by the purchaser/s to the Developers.
8. The Purchaser/s has/have been given inspection of all the documents recited herein and also the documents referred to therein and all other paper/ papers and documents relating to the title of the said property. The Purchaser/s hereby accepts and deemed to have accepted the Developers title to the said property and further rights of the Developers to modify the terms and condition of any of the said Agreements and documents and agrees to abide, observe and perform the same as far as they are applicable to the said Unit and the said building. The purchaser/s hereby accepts and shall always be deemed to have accepted the title of the said owner and the Developers to the said property and agreed not to raise any requisition or objection in connection therewith and in respect thereof initiate any proceeding in connection therewith.

9. The Purchaser/s hereby irrevocably grants to the Developers, rights to modify the terms and conditions of any of the said agreements, document and agrees to abide, observe and perform the same, so far the same are applicable to the said Unit and the building structure/s.
10. The certificates of marketability of the title of the said property has been issued by the Developers, Advocate PEN VAKIL & SONS of High Court, which is annexed herewith along with the plans as mentioned herein under and the purchaser/s herein has accepted the said title of the said property as mentioned therein along with, the specification design, elevation, sanction, the details of the said buildings, on or before execution of this agreement, without any objections of whatsoever nature.
11. Notwithstanding anything stated in this agreement anywhere, the Said Unit agreed to be acquired by the purchaser/s herein shall be provided with the amenities or the specifications which are set out in the hereunder written and that the Developers shall have rights to modify and amend the amenities without any reference to the purchaser/s and the purchaser/s shall not raise any objection in respect thereof.
12. The purchaser/s admits that he/she/they have taken the inspection of all the documents required to be given by the Developers under the provisions of the Maharashtra Ownership Flats Act 1963 or any other relevant act in force.
13. The purchaser/s hereby agrees and confirms that the Developers shall have irrevocable rights for the purpose set out herein and the Developers shall be entitled to exercise the same as if the purchaser/s had given to the Developers the written prior consent, the right and authority for the purposes set out herein below.
 - a) Without modifying the plans of the said Unit, the Developers shall be entitled to amend, modify and /or vary the building plans and/or the Layout and/or sub-division plan and also the specifications in respect thereof.
 - b) The Developers is entitled to amend, modify and/or substitute the proposed future and further Development of the said Land, in full or in part, as may be required by the applicable law from time to time. The said entire project will be completed in various Phases and this agreement belong to Phase-3.
 - c) The Purchaser/s and/or the society or Association of the Purchaser/s of all the Units shall not raise any objection on any ground as to the Developers rights, reserved herein under:
 - d) The Developers shall be entitled after consuming such balance and/or Additional F.S.I. by constructing

flats/shops/offices/Units or any other premises to sell such Said Units For such permissible user as the Developers may think fit and proper to any person or persons for such consideration as the Developers may in their absolute discretion, think fit and proper.

- d) The Purchaser/s of the said Unit herein and all the other Purchaser/s of the said Units in the said building/s shall not have any right, title claim or interest in respect of the open spaces, parking spaces, and common area, inclusive of the garden area, and that the right of the Purchaser/s is confined only to the Unit agreed to be sold.
- e) The Purchaser/s hereby agrees and undertakes to execute and deliver a letter according to consent under Section 7 of the Maharashtra Ownership Flat Act, without raising any objections.
- f) Irrespective of the possession of the Unit being given to the Purchaser/s and/or the management being given to the Ad-hoc Committee of the Unit Purchaser/s the right under this clause and/or under this agreement reserved for the Developers for exploiting the potentiality of the said property shall be subsisting and shall continue to be vested with Developers till the conveyance is executed.
- g) The Purchaser/s shall not raise any objection and/or raise any disputes in respect of the provisions of this agreement and shall discharge all the obligations towards the Developers.
- h) Unless specifically decided by the Developers, the purchasers of the said Unit under this agreement and the purchaser/s of the Units in the building/wing in which the purchaser/s has agreed to purchase the said Unit they shall be entitled to the title as shall be granted by the Developers in respect of the portion of the said property only and the purchaser/s shall not have any claim, right title or interest of any nature whatsoever in respect of the rest of the property forming part of the whole property.
- i) The Developers so long as they are permitted by the CIDCO/VVCMC or other Authorities for all times in future, shall be entitled to amend and/or modify any of the approved plans, and/or the Layout Plans and/or any Amenities and/or Facilities and similarly shall be entitled to shift and/or relocate Unit agreed to be sold to purchaser/s and/or any Garden or Recreation Area and/or open Area or otherwise so as to exploit the full commercial potential of the said property. In the event the purchaser/s are not agreeable for such relocated Unit, then this agreement shall stand terminated and the Developers shall pay the consideration received without interest and the Purchaser shall be bound to accept

such consideration in such an event, the Developers shall be entitled to sell such relocated Unit to any person or persons as he may deem fit.

- j) The Developers shall be entitled to demolish the existing or new structure/s or any part or parts or portion thereof or put-up any construction in the open space as may be permissible by CIDCO/VVCMC and or other statutory authorities.
- k) The Developers shall be entitled to consume such F.S.I. / Development right as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purposes of consuming such balance and/or additional F.S.I. / Development right or construct extensions and/or additional floors as the Developers may think fit and proper.
- l) The purchaser/s and/or the Society or Association of the Purchaser/s of all the Units shall not raise any objection on any ground as to the Developers rights, reserved hereunder.
- m) The Developers shall also be entitled to consume additional F.S.I. / Development Right and/or balance F.S.I. or any F.S.I. in any form, available in lieu of the road widening or road handover or Transferable Development Rights (TDR), Gardens, Parking Lot, set back, reservation etc. of the adjoining property acquired by the Developers or increase in F.S.I. by introduction of new acts or rules or by amendment or modification of the present rules and regulations.
- n) Except not to reduce the area of the said Unit, the Developers shall have full and absolute discretion, to do all acts so as to exploit full commercial potential of the said property.
- o) Under the present Agreement and till the execution of the conveyance/assignment/Lease after utilizing the full potential F.S.I. of the said property, the Developers have given a bare permission to the Purchaser/s to enjoy the facilities like garden, Internal Roads, Open Space or otherwise, which at the sole discretion of the Developers is liable to be shifted, cancelled and/or withdrawn without giving any prior intimation and /or notice in writing to the purchaser/s or otherwise and purchaser/s shall not be entitled for any loss, damages costs, charges, expenses or otherwise of any nature whatsoever from the Developers or their nominees of Transferees or Assigns.
- p) Under this agreement, the Developers have agreed to sell and transfer only the said Unit and nothing further.
- q) Once possession of the Unit is offered, Purchaser/s shall take the possession of the said Unit, without raising any disputes of any nature whatsoever, within 7 days from the date of the

offer given by the Developers. Provided further that the Purchaser/s shall be liable to pay maintenance and other charges, irrespective as to whether the purchaser/s takes possession of the said Unit or not. In the case of Non-payment, the Developers shall be entitled to exercise various rights and options available under this Agreement and in due course of law Possession of the said Unit will be handed over till the full payment as referred to and agreed herein is paid by the Purchaser/s to the Developers.

- r) The Developers shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part or portion thereof at present and for all times, in future and shall always be entitled to utilize, construct and dispose-off in their own right, any balance F.S.I. or any increase in F.S.I. for the purpose of consuming such balance and/or additional F.S.I., the Developers shall be at liberty to put up any horizontal extension thereto and/or put up or construct any vertical or additional Floor/s and or the new or additional Structure/Building as the Developers may deem fit and proper and to do all such things as may be necessary for this purpose.
- s) The Developers shall be entitled to consume additional and/or balance F.S.I. now available or which may hereafter be available under Rules and Regulations or by reason of any special concession being granted by the Developing Authority or any other Authorities (including F.S.I. available in lieu of the D.P. Roads, TDR, Setback, Reservations, etc) of other properties or by enactment of new act or rules and regulations or amendment to the existing rules and regulations.
- t) In the event of any additional F.S.I. or floating F.S.I. or similar right (whatever be its nomenclature) becoming available in respect of the said property at any point of time in the future, the same shall continue to belong absolutely to the Developers who shall be entitled to take advantage of and/or benefit of such F.S.I. or otherwise and use or apply or consume the same on the said property or any other property. The purchaser/s by himself/herself/themselves and as a Member of the Common Organization, covenant/s not to make any claim, demand, objection or hindrance thereto. The said additional F.S.I. which may become available to the Developers on or before or after due completion of the building/s, shall be utilized by the Developers without any consent of the Purchaser/s/Managing Committee/proposed Adhoc Committee/and or Proposed Society or Common Organization as the case may be.
- u) 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 Building/s or any part or portion thereof. The purchaser/s shall have no claim save and except

in respect of the Unit hereby agreed to be sold to him/her/them and all open spaces, lobbies, staircases, terraces, recreation spaces, etc. shall remain the property of the Developers until the said property and the building/s are conveyed in favour the society/Condominium of apartment Owners/Limited Company, as the case may be.

- v) For all or any of the purposes mentioned herein under and/or under this Agreement to keep and/or store any construction material on any part or portion of the said property and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights, in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly shall not do any act, deed, matter or a thing, whereby the Developers may be prevented from putting any such additional and/or new construction and/or shall not raise any objection and/or obstruction, hindrance or otherwise.
- w) The Developers shall be entitled to alter the terms and conditions of the Agreements to be executed relating to the other Units/Premises in the said building/s and including the User/s thereof and the persons who purchase the other premises in the said Building/s shall be entitled to use the premises acquired by them for such purpose as may be agreed to between the Developers/Builders and the said persons and as may be permissible under the Rules and Regulations of the local and Statutory Bodies and Authorities. The Purchaser/s herein shall agree to exercise by the persons who acquire Premises under such Agreements of his/her/their/its rights under the same but the Purchaser/s herein shall have no right to require the enforcement thereof of any of them at any time, now or in future.
- x) Till such time that the Deed of Conveyance /Assignment/Lease or Document of Transfer is executed in favour of Co-operative Society and/or the Limited Company or in favour or the organization, the entire layout is executed in terms of this Agreement as the case may be, the purchaser/is/are aware that the Developers has retained to themselves the exclusive right of installing T.V. Cable and Dish Antennae, N-SAT, Tower for Mobile Network on the terraces of the building/s constructed/to be constructed on the said property including the said Buildings. The aforesaid rights are retained by the Developers to themselves and they shall be entitled to deal with and dispose-off and/or assign the said rights in favour of such person or body corporate as the Developers may determine. The consideration received for

such assignment shall belong to the Developers alone. After formation of the society or the condominium and assignment of rights by virtue of Deed of Conveyance/Assignment/Lease of deed of transfer, the Developers shall not pay any compensation to the Society etc. The purchaser/s hereby declare that the Developers or its representatives or any other person or persons claiming through the Developers shall be allowed or given free access to enter upon the terrace either through the stair case or the elevator or both for the purpose relating to the installation of T.V. Cable and Dish Antennae Network. Receiving tower for Mobile Network its maintenance thereof and for such purposes as the Developers may require for use of terrace.

14. The Purchaser/s agrees and given his/her/their irrevocable consent that the Developers shall have right to make additions, amendments and Alteration to the plans and/or to the said buildings or any part thereof for any user to buildings or any part thereof to change the user (excluding the said Unit) including to raise additional stores or structures on the land open part of the said building including on the terrace at any time either before or after transfer of the property and such right shall include the right to use F.S.I. or the additional F.S.I. which may be available in respect of the said property or other lands at any time in future or to make such amendments / alteration in the Sanctioned plan as may be permitted by CIDCO/VVCMC, or any other Authorities and such additional structure or story's or Unit shall be the sole property of Developers who shall be entitled to deal with or dispose of the same. The Purchaser/s shall not be allowed to make use of the Terrace and parapet walls of the terrace which will be the exclusive right of the Developers, to use of the said terrace and the parapet walls when the property is Transferred to the Co-operative Society subject to access thereto attend to any leakage from the terrace or to carry out any repairs. The Developers shall also be entitled to display board and/or hoardings on the parapet walls of the said property is conveyed in favour of the Co-operative Society or the Unit Purchaser/s or Association of persons or Body corporate as the case may be.
15. The Purchaser/s shall have no claim or right to any part of the said property and also to any other parts of the said buildings other than the said Unit agreed to be taken by him/her/them. All open spaces, parking spaces, staircases, terrace, part-terraces, compound walls/fences, Garden balance F.S.I. etc. shall be the property of the Developers.
16. The said building is expected to be completed and possession of the said Unit is expected to be deliver by _____, subject to the availability of cement, steel, water for construction or other building materials, and subject to strike, civil commotion or any act of God such as Earthquake, Flood, Labour trouble or Delay in Planning authorities or any other natural calamities and act of enemy or other cause beyond the control of the Developers. If

however, the Developers are not able to give possession of the said premises to the Purchaser/s owing to unavoidable circumstances, the Purchaser/s shall not be entitled to any damages whatsoever he/she shall be entitled to receive back the money paid by him/her to the Developers towards the price of the said premises without interest thereon.

17. The Purchaser/s hereby agrees that all necessary facilities, assistance and co-operation will be rendered by him to the Developers to enable the Developers to make any addition and alteration and/or to raise additional storey or structure/s in accordance with the plans sanctioned or which may be hereafter sanctioned by CIDCO/VVCMC or the other Authorities. And the Purchaser/s hereby further agrees that after the proposed co-operative society is registered the Purchaser/s as a member and share Holder or such Society shall accord his/her consent through such society giving to the Developers to change the users, to make the said additional storey's which may be constructed by the Developers and also for the aforesaid, purpose to shift the water tanks on the upper floors when so constructed. It is further agreed that if there is any increase in the floor space index (F.S.I.) the further benefit of such increase shall always belong entirely to the Developers to the execution of the Purchaser/s and/or such society and the Developers may utilize such increase in the F.S.I. on the said property or elsewhere at their absolute discretion and the Purchaser/s hereby irrevocably consent to the same. The Purchaser/s shall not be entitled to any of the aforesaid things or claim any reduction in price of the said Unit agreed to be acquired by him/her/them or to the compensation or damage on the ground of inconvenience or any other ground including the loss of air and/or any right of easements. The Purchaser/s shall not have any rights of easement by way of air light or otherwise in respect of the said Unit or any portion of the said property till the Developers confirm and inform in writing that the said project is completed.
18. The Purchaser/s agree to sign and deliver to the Developers before receiving possession of the said Unit also thereafter all writings and papers that may be reasonably necessary and required by the Developers including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formation and Registration of the Co-operative Society.
19. Until the said property/the said buildings is transferred by the Developers to the Co-operative Society by execution of a document of transfer as hereinafter provided and/or possession of the said property is delivered by the Developers, to the Co-operative Society and intimation of the same is received by the Purchaser/s, the Purchaser/s shall be bound and liable to pay to the Developers regularly and punctually all contributions and other amount to be paid by the Purchaser/s to the Developers under this Agreement and the Purchaser/s shall not withhold any such payment. However, if the Developers in their absolute discretions desire they shall be entitled to entrust the management of the said property to

the proposed co-operative society or property to the proposed co-operative society or to the Ad-hoc Committee for making collection and disbursement of contributions from the Purchaser/s of Unit in the said buildings towards payment of the outgoing and expenses referred to herein, and in such event the Developers 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 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 of the said property and all responsibilities and liabilities in that behalf shall be of the said Co-operative Society or the Ad-hoc Committee or the Purchaser/s as case may be in the event of the management being entrusted as provided, hereinabove, the same shall to effect the rights of the Developers available under this Agreement and the same shall not be a waiver of the right of the Developers under this Agreement.

20. Nothing contained in this Agreement, shall be constructed so as to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the said property or building of any part thereof or the said Unit such conferment shall take place only upon a Co-operative Society or limited company or on the execution of the Deed of conveyance as herein stated. The Purchaser/s is aware that the Developers shall be paying the maintenance, Municipal taxes and all other outgoing in respect of whole or part of the property for and on behalf of the Purchaser/s of the Units and it shall be the paramount responsibility and obligation of the Purchaser/s and in such an event the Developers shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supply being disconnected, it shall be the responsibility of the Purchaser/s of the Unit and all the Purchaser/s together who shall be deemed to be manager under the provisions of the Maharashtra Ownership Flats Act, in respect of the Units in respect of which possession has given by the Developers.
21. The Purchaser/s shall abide by all the bye-laws, rules and regulations of the Government, CIDCO/VVCMC, MSEB and all other Government Authorities and Local bodies and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.
22. The Purchaser/s hereby covenant/s with the Developers to pay the amounts liable to be paid by the Purchaser/s under this agreement and to keep the Developers indemnified against the said payment and observance and performance of the said covenant and conditions.
23. On possession being taken by the Purchaser/s they shall not make any claims or raise objection, contention or proceedings against the Developers regarding the said building or the said Unit or anything connected therewith including defects, quality of construction

materials addition or alterations etc and the same if any, shall be treated and deemed to have been extinguished and/or waived.

24. The Purchaser/s of the respective Units shall be entitled to use and occupy their respective Unit only.
25. Noting contained in these presents shall be construed as a grant in law of the said land, hereditaments and premises or any part thereof or the buildings thereon or of the Unit thereon, until the Developers declare that the said project is completed.
26. The Developers shall cause the said property conveyed to the society of the Purchaser/s of the various Units to be formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Limited Company or an association as the case may be and require the Purchaser/s to form a Society only on the completion of the said project and before such time the Purchaser/s shall not be entitled to call upon the Developers to form the Society and/or to transfer said property.
27. Upon all the Unit Purchaser/s co-operating and executing necessary papers, the Developers herein will co-operate with the Purchaser/s to form a Co-operative Society or a company or association and submit the proposal as per the provisions under the existing law to the competent authority as the Developers may think fit and proper. (Such Co-operative Society shall be referred to as "The said society").
28. The Purchaser/s of all Units in the said buildings including the Purchaser/s herein shall form and join the society as the Developers may determine. The Purchaser/s shall, within seven days, in connection with the formation and registration of the Society, accord his irrevocable consent to the Developers for making additions and alterations in the application and all annexure or accompaniments for or in connection with the formation or registration of the society, bye-laws or constitution or rules thereof or other paper to be submitted in sub-sequent to the same being signed and approved by the Purchaser/s as may be required by the authorities concerned or as may be desired by the Developers to protect the rights and interest of the Developers and the Purchaser/s hereby agrees to the bound by the said additions and alteration and hereby covenant and undertakes not to take any objection and or action in the matter or to do anything prejudiced and endangered in any manner or likely so to be. The Purchaser/s further agrees to pay admission fees and share subscription amount for becoming the members of the said society.
29. The Purchaser/s of all such Units were sold subsequent to the registration of the Society/Association/Company and whose agreement are valid shall be admitted by the Co-operative society as members of the Society or as shareholder of the Company or as members or any other Association that may be formed, within the same right the same benefits and subject to the same obligations as those of Purchaser/s and the members of such Society, Company or

Association the case may be without any reservations or conditions. No transfer fees premium or any Donation shall be paid by the Developers or Purchaser/s save and except nominal entrance fees and share money shall be paid by all the Purchaser/s at the time of formation, to be charged to such Purchaser/s, for admission of the membership of the society.

30. The Purchaser/s shall also pay his/her/their proportionate share in respect of the payment made and/or required to be made by-way of taxes, property taxes, rents, ceases, charges and/or other amount in respect of the said Unit without raising any objections.
31. The Purchaser/s agrees to abide himself/herself to pay his/her proportioned share as may be determined by the Developers of all outgoing in respect of the property, including all government rents taxes and charges and collections, bills, electricity and water lights, watchmen and sweeper's wages, sanitation, additions and alternations oil painting, color, washing repairs etc. and all other outgoings and expenses of and incidental to the management and maintenance of the property. Until the Municipal taxes, etc are fixed and the exact amount worked out for each Unit the Purchaser/s agrees that from the aforesaid date he shall regularly pay Rs. 2.50 per square feet of carpet area of his Unit, every month as cost towards and on account of such and other outgoings and expenses as aforesaid to the Developers. The Purchaser/s shall indemnify and keep indemnified the Developers against the aforesaid taxes and other payments and expenses. If on account of failure on the part of the Purchaser/s, to pay such proportionate share the authorities concerned taken any action for the recovery of the same the Developers shall not be liable or responsible for any loss or damages which may be suffered by the Purchaser/s on account of the said action.
32. The Developers and their nominees intend to retain certain flats, shops, offices, Units or any other premises with themselves. In such event, they shall be the members of the proposed society and/or association and they shall have uninterrupted, irrevocable/right/title and interest to grant lease and /or give on leave and license the said premises, and the Purchaser/s herein and the Purchaser/s of other Units and Society or Association to be formed by them, shall not have any additional or special claim, under any head against the Developers or their nominees and they shall be paying all outgoings maintenance in the manner and at the rate as shall be paid by other Unit holders in the said building.
33. On or before taking possession of the said Unit the Purchaser/s agrees to pay to the Developers towards charges for proportionate Taxes, Electric meter charges, Water Charges, betterment charges and society charges. The amount so collected is non-refundable and non-accountable and can be utilized by the Developers at his discretion.

34. The Purchaser/s also agreed to pay to the Developers Rs. _____/-(Rupees _____ Only) towards advance maintenance charges for 18 (Eighteen) months prior to taking the possession of the said premises.
35. The Purchaser/s shall also deposit stamp duty amount, if any, and as, and when require and payable to the Government in respect of the conveyance, to be executed in favour of the Co-operative Society and Registration charges in respect thereof.
36. The Purchaser/s agrees and binds himself / herself / themselves to pay his/her/their Proportionate share as may be determined by the Developers of all the outgoings in respect of the said property, including N.A. taxes land under construction assessment etc from the date of issue of the commencement certificate.
37. The said buildings shall always be known as "Sunshine Green Park" Building No. _____", and the name of the Co-operative Housing Society or Limited Company or Association to be formed shall bear the name and this name shall not be changed without the written consent of the Developers.
38. The Purchaser/s shall not let, sell, transfer, convey, mortgage charge or in any way encumber or deal with or dispose of his Unit or assign underlet, or part with his interest under this Agreement or the benefit of their Agreement or any part thereof till all this dues whatsoever nature owing to the Development are fully paid Unit he /she/they obtains previous consent of the Developers.
39. The Purchaser/s shall use the said Unit as permissible under rules and regulation of the Govt. of Maharashtra, CIDCO/VVCMC, and the Govt. of India and shall not use the shop, office, Units premises for the business of selling of wine/liquor and or any other prohibited items etc.
40. The Purchaser/s shall not be entitled to the closing of verandah or balconies or demolish or cause to be demolished the said Unit or any part or portion thereof, nor at any time make or cause to be made any addition or alteration, of whatever nature, in or to the said Unit or any part or portion thereof nor any alteration in the elevation and outside colour scheme or the building/s in which the said Unit is situated and shall keep the said Unit, sewers, drains, pipes in the said Unit and appurtenant thereto in good and tenable repair and condition so as to support, shelter and protect other parts of the building/s in which the said Unit is situated and shall not chisel or in any other manner damage columns, beams, walks, slabs or RCC pardis or other structural members in the said Unit without prior written permission of the Developers and/or the society or the condominium of Apartment owners or the Limited Company or the Local Authority, as the case may be.

41. The Purchaser/s agrees and undertakes on demand to do execute and deliver and cause to be done, executed and delivered all acts, deeds, matters, things, documents, letters, writing and papers as may be reasonably required by the Developers for further, better or more perfectly effectuating or observing the rights and interests of the Developers or for securing the due fulfillment of the provisions thereof.
42. Irrespective of the disputes if any arise between the Developers and the Purchaser/s and/or the said Co-operative society, all amounts, contributions and deposits including amount payable by the Purchaser/s to the Developers under the Agreement shall always be paid punctually by the Purchaser/s to the Developers and shall not be withheld by the Purchaser/s for any reason whatsoever.
43. If the Purchaser/s neglects, omits, or fails to pay the amount due and payable by the Purchaser/s under the terms and condition of this agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser/s in any other way commits defaults or fails to perform or observe any of the covenants and stipulation herein contained or referred to, or prevents the Developers for exercising their rights as provided in this Agreement. Then in that event, the Developers shall be entitled to take over the possession of the said Unit, (if any possession of the said Unit is already handed to the purchaser/s), and this Agreement shall cease and stand terminated and the earnest money already paid by the Purchaser/s to the Developers shall stand absolutely forfeited and the Purchaser/s shall have no claim for refund or repayment of the said earnest money and the Purchaser/s hereby agrees to such forfeiture off all his/her/their rights, title and interest in the said Unit and under this Agreement and in such event the purchaser/s and/or his/her/their nominee or nominees shall also be liable to immediate ejectment.
44. Without prejudice to other clause mentioned herein, in the event of Non-observance, or non- performance of any of the provisions of this Agreement on the part of the Purchaser/s, this Agreement shall at the option of the Developers come to an end and 20%of the sale consideration price shall be deducted by the Developers/Builders and the balance amount shall be refundable by the Developers/Builders after deducting all costs, loss and damages suffered, sustained and incurred by the Developers in respect of the said Unit and thereafter all rights of the purchaser/s in respect of the said Unit and the said money shall come to an end and the purchaser/s shall not be entitled to make any objection or initiate any proceedings or make any claims thereof.
45. In case of termination/cancellation/ending of the Agreement by the Developers according to provisions of clause 44, hereinabove, the Developers shall have Right to get this Agreement cancelled, revoked, rescinded in the office of the Sub-Registrar by one sided signature of the Developers only and for that purpose the purchaser herein authorizes the Developers to sign all the Registers/ papers

/forms /undertaking /deeds /documents etc. in the name / in place of /in lieu of the purchaser in the office of the Registrar/Sub-Registrar to get the said Agreement cancelled.

46. The Purchaser/s hereby agrees and confirms that in the event of the Purchaser/s insisting on observance and performance of any of the terms and conditions of this Agreement or in carrying out any requirement and the Developers are unable or unwilling to copy with the same irrespective of the nature of such requirement, requisitions or the obligation, then the Developers shall have an option to terminate this Agreement and to pay back all the amount paid by the Purchaser/s as provided under the provision of the Maharashtra Ownership Flats Act, and the Purchaser/s shall not be entitled to insist upon the Developers to comply with or discharge such requisitions, and/or the obligation as the case may be.
47. All cost, and expenses in connection with formation of the Co-operative Housing Society or Limited company or Association as well as the costs of preparing, engrossing, stamping and registering all the agreements, including this Agreement, conveyance transfer deeds or any other document or document required to be executed by the said Developers and the Developers and the Purchaser/s or Co-operative Society, as well as the entire professional costs, charges and expenses payable for the same shall be paid by the Purchaser/s immediately on demand. The Purchaser/s shall pay the professional fees in respect of these documents to be made also in respect of the services rendered or to be rendered by the Developers Advocate as provided in this clause.
48. The Purchaser/s shall at his own costs including Stamp Duty lodge this Agreement for registration with the Sub-Registrar or Thane/Palghar/Bombay and forthwith inform the Developers lodged them to enable them to admit execution of the same.
49. It is made clear that Developers shall upon part occupation certificate in respect of the said building shall be entitled to offer possession of the said Unit to the Purchaser/s and as soon as the Unit is notified by the builders as ready for occupation, each of the Purchaser/s of the said Unit in the said building (including the Purchaser/s herein) shall pay balance amount payable by them within seven days of such notice served individually on them. If the Purchaser/s fail/s to pay the balance amount of price as aforesaid, the Builders will be entitled to cancel and terminate this agreement and to forfeit the amount previously paid by the Purchase/s. In the event of forfeiture of the amount paid by the Purchaser/s to the Developers as aforesaid, this agreement shall stand cancelled and rescinded automatically without any further recourse to the Purchaser/s and the Purchaser/s shall have right and interest whatsoever in to over and upon the said flat agreed to be sold. The Developers shall be entitled to proceed with the construction of the remaining Units. Upon the termination of this agreement as aforesaid, the Developers shall be entitled to sell and dispose of and

deal with the said Unit in the manner they may choose, The notice of forfeiture shall be sent by prepaid registered letter with acknowledgement due and the registration lodgment receipt issued by the Postal authorities for issue of such letter shall be sufficient and binding proof of the termination of the agreement on the Purchaser/s.

50. The Purchaser/s shall be bound to sign all papers and documents and to do all other acts, deeds, things as the Developers may lawful required him/her/them to do from time to time in this behalf for safe guarding the property and the interest of other Unit acquired and or for formation of and/or joining the Co-operative Society or Limited Company or other incorporated body.
51. The Purchaser/s of the premises on the Ground floor of the building covenant that the Purchaser/s shall not use the said premises for boiling or storing Offal, Blood, Bones or Rags, or for Salting, Curing or Storing Fish or for tanning for the manufacture of Lather or Lather goods for dying or for melting tallow or Sulphur for washing or dying wool or hair for soap making, manufacture of Sago as manufacture of Snuffs manufacturing Fire Works, Hamam Khana and storing any combustible goods/ explosive etc.
52. The Purchase/s of the premises on the ground floor further agree that the said premises shall not be used as a manufactory or place of business from which offensive or unwholesome smells arises or which may invoke the risk of fire and is or likely to become by reason of such use and its situated a nuisance to the neighborhood and it shall include any contamination of the atmosphere whereby a deposit of soot is caused.
53. Without prejudice to the aforesaid provisions, the Purchaser/s of the premises on the ground floor agree not to store Coal, Phosphorous, Sulphur Rags, Coke, and Fodder, Fire wood, Charcoal and Coconut fiber, etc.
54. The Purchaser/s shall at no time demand partition of his interest in the said Unit and building. It being hereby agreed and declared by the Purchaser/s that his/her/their interest in the said Unit and Building is impartible and it is agreed that the Developers shall not be liable to execute any conveyance in respect of the said Unit in favour of the Purchaser/s in such case.
55. The Purchaser/s agreed that they shall not unless a prior written consent of the Developers are obtained, Sale, transfer or assign the benefit of this agreement or transfer the said Unit to any other person or persons in any manner howsoever which permission shall not when applied be withheld by the Developers on unreasonable grounds. The Purchaser/s agreed that the Purchaser/s shall simultaneous to the application for the assignment of the benefit of this agreement or the said Unit pay administrative charges at the rate of 5 % of the amount of the assignment of the benefit of this agreement or as the case may be upon the transfer of the benefit of

this agreement or as the case may be upon the transfer of the said Unit. Non-payment of the aforesaid amount by the Purchaser/s shall be sufficient and good ground for declining the permission.

56. The Purchaser/s agrees that he/she/they shall bear and pay for over and above the normal proportionate outgoings, water charges for the water, which he may consume for the maintenance of the garden.
57. The Purchaser/s shall be responsible for additional assessments, taxes and other levies that may be levied by the CIDCO/VVCMC, Municipal Council/Corporation or any other local body or authority.
58. The Developers shall not be liable for any loss caused by fire, riot, strikes, robbery, earthquakes or due to any other cause whatsoever after handing over the possession of the premises to the Purchaser/s or intimation of taking possession given to purchaser by Developers.
59. The Purchaser/s hereby declares that he has entered into this agreement after going through the same thoroughly and with fully knowledge of the terms and conditions herein contained.
60. Any delay, indulged by the Developers in enforcing the terms of this Agreement or any indulgence of giving time to the Purchaser/s shall not be construed a waiver on the part of the Developers or any breach or non-compliance of any of the terms and conditions of this Agreement, in any manner Prejudice the right of the Developers hereunder.
61. All letters, receipts and/or notice issued by the Developers dispatches under certificate of posting to the following address:

will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Developers.

62. The conveyance and/or conveyance and other documents for transferring the title shall be prepared by the Developers Advocates and solicitors and the same will contain such covenant and conditions as the Advocate and Solicitors shall think reasonable and necessary having regard to the Developments of the said property and subject to what is stated herein. All costs & expenses incurred in respect of conveyance shall be paid by society members.

63. Purchaser/s neglects, omits or fails to pay for any reason whatsoever to the Developers any part of the amount due and payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser/s shall in any other way fail to perform or observe any of the covenant and stipulation Developers shall be entitled to re-enter upon and take over the possession of the said premises and of conveying whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser/s in such event being occurred agrees that on the Developers re-entering the said Unit as aforesaid, all the rights, title and interest of the Purchaser/s shall also be liable to be extinguished and all the monies paid therein by the Purchaser/s shall stand forfeited.
64. The Purchaser/s shall permit and the Developers and their Surveyors and Agents shall be entitled to with or without workmen and others at all reasonable times, to enter into and upon the said property, building/Unit or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.
65. In case there is increase in the cost of building materials such as steel, cement, sand, bricks, metal, labor etc. in such event the Developers shall be entitled to recover the proportionate cost as and by way of escalation from the Purchaser/s.
66. The Developers may complete the said building or any part thereof or floor and obtain part occupations certificate thereof and give possession of premises therein to the acquirers of such Unit and the purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby gives his specific consent to the same. If the purchaser/s takes possession of premises in such part completed and/or floor or otherwise the Developers and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of in the said property including the building in which the said Unit is situated. The Purchaser/s hereby grants full rights to the Developers to construct additional floors or structures in the manner the Developers deem fit including by availing full benefits of the F.S.I./Development Right presently available or shall be made available in future in and over the said property in the manner the Developers deem fit. The Purchaser/s is aware that such construction will cause inconvenience to the Purchaser/s and agrees and assures to the Developers that the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the purchaser/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused him/her or any other person/s. The Purchaser/s shall co-operate with the Developers in further construction at the said property. The Developers is at liberty to amend and/or modify the plans.

67. In so far as it does not in any way prejudicially affect the rights of the purchaser/s in respect of the said Unit the Developers shall be at liberty to sell, assign transfer otherwise deal with their rights and interest in the said property or buildings to be constructed thereon. Provided that in such event, the purchaser/s herein and/or Assign/s of the Developers shall continue to be bound in all respects by the terms and conditions as set out in this Agreement.
68. The Developers shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement, shall have the first and paramount lien and/or a charge on the said Unit agreed to be purchased by the Purchaser/s, Provided further that the same shall be applicable even if the purchaser/s while creating a charge and/or Mortgage on the said Unit has/have a priority over the Charge of the bank and/or the financial institution, as the case may be.
69. In the event of the society being formed and registered before the sale and disposal be the Developers of all the premises and other spaces, gardens, terraces, compounds and car parking space in the said building and in the compound, the power and authority of the society so formed or of the premises holders and the purchaser of Unit and other spaces and car parking spaces shall be subject to the overall authority and control of the developers in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards the unsold premises, stilt, terraces, compounds, other spaces, hoardings and car parking spaces and the disposal thereof. The Developers shall be liable to pay only the Municipal taxes at actual in respect of the unsold premises, hoarding spaces and/or car parking spaces terraces. In case of the conveyance/ Assignment/Lease is executed in favour of the co-operative society before the disposal by the Developers of all the premises, then and in such an event, the Developers shall join in as the Developer/members in respect of such unsold premises and when such premises are sold to the persons of the choice and at the discretion of the Developers, the co-operative society shall admit as members the purchaser/s of such premises without charging any premium or any other extra payment and they shall have same rights, benefits and subject to the same obligations as those of the other purchaser/s without any reservation or conditions or any other payments save and except normal Entrance Fee, Share Money and other Moneys paid by all the purchaser/s at the time of formation.
70. The Developers have informed the Purchaser/s, which the purchaser/s hereby agree and confirm that after giving possession of various Unit, to the prospective Purchaser/s thereof, the Developers shall be liable to pay only Municipal Taxes after deducting the vacancy allowances, in respect of the unsold and/or un-allotted Flats/Shops/Offices and other Unit. The Purchaser/s and /or the Organization which may be formed amongst various

Unit holders of the Purchaser/s shall not call upon the Developers to pay maintenance and/or any other charges in respect of the said Unit. It is further agreed that the Developers shall pay directly, Municipal Taxes of the said Unit to the concerned authority provided there is a separate Assessment or otherwise, the purchaser/s and/or the Adhoc Committee of the Common Organization when thus receive Bills of Municipal Taxes of the entire building and/or Unit, as the case may be, shall intimate in writing, to the Developers requesting them to pay Municipal Taxes after deducting the vacancy allowances requesting them to pay taxes after deducting the vacancy allowances of the said unsold Flats/Shops/Offices and other Units which shall be paid by the Developers.

71. In the event of the Developers deciding to retain the Units with them then they shall be entitled to let out or lease the Units to prospective parties without any consent from the proposed Co. Op. Society ltd. Etc, as the case may be. It is further agreed that neither of the Unit holders/owners of the said building shall be liable to pay any amount to the society in the event of their Unit being let out on leave and license or a long lease to the prospective bonafide reputed parties.
72. The Developers shall be entitled to a reasonable extension of time for keeping the said Unit ready for occupation on the aforesaid date if the completion of Building in which the said Units are to be situated is delayed on account of:
 - a. Non-availability of Steel, Cement, other Building material, water or Electricity supply.
 - b. Any notice, order, rules, notification of the Government and/or other public or competent authority.
 - c. Changes in any rules regulation, bye-laws of various statutory bodies and authorities affecting the development and the project.
 - d. War, Civil commotion or acts of God.
 - e. Any Notice, Order, Rule, Notification of the Government and/or other public or competent authority, Court or Tribunal any Quasi-Judicial Body or Authority,
 - f. Delay in getting Occupation Certificate, completion certificate and permissions from concerned authorities.
 - g. Non-payment and/or delay in payment by the Purchaser/s of the balance amount of the agreed consideration, as payable in installments on the due dates as stated hereinabove to the Developers.
73. The Developers shall have the right to give for the purpose of advertising open space in the said property including on the terrace

and side walls either by putting up support and/or by using the compound walls for the purpose on such terms and conditions as the Developers may desire. The said right shall continue to subsist even after the portion of the said property is transferred to the society or to the Limited or similar organization as the case may be and the said right shall also be incorporated in the final Deed of Conveyance/Assignment/Lease. The Purchaser/s herein shall not be entitled to object to the same for any reason whatsoever and shall also allow the Developers their agents, servants etc to enter into the portion of the said property for the purpose of putting and/or removing such advertisement.

74. The Purchaser/s agrees and accepts that if the carpet area of the premises is found to be less up to 4-5% for whatsoever reason, the Purchaser/s shall not complain for the said reduction. The Purchaser/s will accept such reduced area and shall not complain or demand any compensation for such reduced area.
75. The Purchaser/s shall be liable to pay and bear all taxes such as Sales Tax, VAT, Service Tax, Excise Duty, CGST, SGST or any other Taxes which may be imposed by the State and or Central Governments from time to time which shall be over & above the agreement Value as mentioned above.
76. The Project “Sunshine Green Park” has been financed by ECL FINANCE LTD and all the payments to be made by the Purchaser/s under this Agreement for the Purchase of Units in “Sunshine Green Park” shall be by cheques / demand drafts / payorders (including remittances from abroad) made in the favour of “SHANTEE HOMES REALTY LLP- COLLECTION ESCROW ACCOUNT A/C NO.- 002205004041”.

SCHEDULE -“A”

ALL THAT Property lying being & situated at Village-Gokhivare, Tal.- Vasai, Dist.-Palghar, Area admeasuring-0.75.6 Hecter on land bearing S. No. & Hissa No. as shown in table below :

Survey No	Hissa No.	Area	Potkharaba
226		0-24-5 Hecter	0-02-8 Hecter
227	3	0-26-1 Hecter	-
227	4	0-03-0 Hecter	-
228	-	0-17-7 Hecter	0-01-5 Hecter

SCHEDULE “B”

Unit/M.P room No._____, Wing _____On the _____ Floor,
Building No.-_____, known as "Sunshine Green Park", Constructed
on N.A. land lying being & situated at Village-Gokhivare, Tal.-Vasai,
Dist.-Palghar, Area admeasuring-0.75.6 Hector on land bearing S.
No. & Hissa No. as shown in table below :

Survey No	Hissa No.	Area	Potkharaba
226		0-24-5 Hector	0-02-8 Hector
227	3	0-26-1 Hector	-
227	4	0-03-0 Hector	-
228	-	0-17-7 Hector	0-01-5 Hector

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE SET
SUBSCRIBED THEIR RESPECTIVE HANDS HERE UNTO THE AND
THE YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED)
BY THE WITHIN NAMED “**DEVELOPERS**”
“**M/s Shantee Homes Realty LLP**”)
Through its partners)
1) Mr. Raaz Abdul Samad Pathan)

2) Mr. Niyaz Abdul Samad Pathan)

In the presence of
1. _____
2. _____

SIGNED AND DELIVERED)
BY THE WITHIN NAME “**PURCHASER/S**”)

In The Presence Of
1. _____
2. _____

R E C E I P T

RECEIVED of and from within named Purchaser/s, the sum of
Rs. _____ / - (Rupees _____
_____Only) , for Unit / M.P. Room _____ Wing _____
on the _____ floor in Sunshine Green Park, Building No. _____, by
way of Part payment of total sale price herein above mentioned by
Cash/D.D./Pay Order/Cheque bearing No. _____, Dated
_____ drawn on _____
Branch, (Subject to realization), Payable to us.

For M/s Shantee Homes Realty LLP

Authorised Signatory

To

Re: Provisional booking of **Unit bearing No. _____ on the _____ habitable floor in Wing _____** of the proposed **Project “Sunshine Green Park” Building no. ____** admeasuring [____] sq. mtrs. carpet area on(“said Unit”) Situated at **S. No. 226, 228 & 227 H. No. 3 & 4,** Village Gokhivare, Vasai (East) Taluka Vasai, District Thane within the limits of Vasai-Virar Shahar Mahanagar Palika and within the Registration Sub-district of Thane (“the said Unit”).

Price”). We acknowledge receipt of Rs. _____ only) (“Booking Amount”) towards the booking of said Unit. The Sale Price excludes the other charges and outgoings as may be specified under these presents.

____ Only) shall be payable by you to us in the following manner:

SR.NO.	ACTIVITY	% DUE
1	EARNEST MONEY	10 %
2	ON REGISTRATION	10 %
4	COMPLETION OF PLINTH	20 %
5	COMPLETION IF 1ST SLAB	20%
6	COMPLETION OF 2ND SLAB	10%
7	COMPLETION OF 3RD SLAB	10%
8	COMPLETION OF 4TH SLAB	5%
13	COMPLETION OF BRICK WORK	5%
14	COMPLETION OF PLASTER	5%
15	COMPLETION OF FLOORING	3%

16	POSSESSION	2%
TOTAL		100 %

2) At your request, we shall permit you exclusive right to use _____ vehicle parking space in the building. It is clarified that location of the Vehicle Parking shall be identified by us at their sole and absolute discretion at the time of offering possession of the Unit.

3) You shall make timely payment of the Sale Price as per the payment schedule mentioned above, time being of the essence. It shall be your obligation to make the payment of each of installment of the Sale Price after deducting the Tax Deducted at Source ("TDS") as per applicable law. The deduction of an amount made by you on account of TDS as may be required under prevailing law while making any payment of the Sale Price or any part thereof to us, shall be acknowledged/credited by us only upon you submitting the original tax deduction at source certificate/challan and provided that the amount mentioned in the certificate/challan matches with the Income Tax Department site.

4) In the event you committing breach of any of the terms and conditions contained in this letter, then we shall be entitled to terminate this letter after issuing, firstly a notice of 15 days and thereafter a notice of 7 days ("Notice Period") in writing. In the event of you fail and neglect to rectify such breach within the Notice Period then this letter shall stand terminated ipso facto without any further act, deed or thing and upon such termination, you shall have no claim on the Unit. Upon such termination we shall be at liberty to dispose off and sell the Unit to such person and at such price as we may in our absolute discretion think fit and proper. Upon such termination we shall be entitled to forfeit (i) the Booking Amount (ii) brokerage expenses if any, and (iii) applicable taxes / statutory dues / interest / penalties as agreed, pre-estimated, genuine and reasonable liquidated damages.

5) The Promoters shall be entitled to offer receivables from the Unit as security to any Credit / Financial Institution, bank or other person / body.

6) Notwithstanding anything contained in this Letter or otherwise, in the event the cheque/s issued by you is/are bounced / not honoured by the

banker/s then without prejudice to our rights to claim interest on the amounts due and/or cancel and terminate the booking of the said Unit in the manner provided herein, you shall be liable to pay Rs.1000/- (Rupees One Thousand only) plus service tax, towards cheque/s bouncing charges for each such incident.

7) We shall have the right to reject the booking at our sole discretion and without assigning any reason for the same, till the execution and registration of the Agreement for Sale between ourselves and you under the applicable law. In the event of rejection of the booking, the amounts paid by you up to the date of such rejection shall be refunded to you in full without any interest within 30 (thirty) days from the date of such rejection.

8) You hereby agree and undertake to execute and register an Agreement for Sale under the provisions of applicable law in respect of the said Unit, within 10 (Ten) days from the date of intimation by us in the form as drawn up by us. It is clarified that we shall call upon you to execute and register Agreement for Sale, subject (i) this Letter is not rejected by us, (ii) you are observing and performing all the terms and conditions of this Letter and (iii) you paying the necessary stamp duty and registration charges thereon. In the event you fail and/or neglect to execute and register the Agreement for Sale within the agreed time as stipulated under this clause, then, without prejudice to the rights and remedies available to us under RERA or otherwise including right to cancel this letter, you shall be liable to pay interest at the rate of the amount equivalent to the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as "Interest Rate") per annum on the Booking Amount calculated from the date of this Letter till execution and registration of the Agreement for Sale by the Applicant(s) or cancellation and termination of this Letter, (whichever is earlier).

9) You agree and undertake to be bound by and undertake to perform all the obligations and the terms and conditions as contained herein, including the obligation to make payments of Sale Price as per the payment schedule specified herein.

10) You hereby confirm, agrees and acknowledges that, if booking of the said Unit is done through any Agent/Broker ("Agent/Broker"), then in

that event we shall not be held liable and responsible for any misrepresentation, misleading or false information provided by such Agent/Broker. You further agree and confirm that we shall not be held liable and responsible for any internal arrangement arrived at by and between such Agent/Broker with yourself/yourselves.

11) The proposed building will be constructed in accordance with the sanctioned plans and permissions, with a right to modify and alter the plans and you have given and accorded your free, full and informed consent of the same Subject to area remaining the same.

12) This Letter is not transferable or assignable without our previous Written Consent.

13) In addition the above said consideration you shall also bear and pay the following further amounts and charges:

a. Stamp duty and registration charges in respect of the said Agreement.

b. Proportionate Stamp duty and registration charge towards the execution and registration of the deed of Conveyance in favour of the Society.

c. All taxes including Service Tax, Labour Cess, VAT, GST etc., will be payable by you, if applicable.

d. Legal Charges.

e. Share money, application and entrance fee of the Society/Limited Company Condominium.

f. Proportionate deposit for the maintenance, management and upkeep of the building as may be fixed as also taxes and other outgoings.

g. Proportionate deposit for the maintenance, management and upkeep of the garden areas as may be fixed.

h. Deposits and other charges payable for electricity, water and other services connections to building.

14) A regular and detailed Agreement under the applicable law will be executed in due course of time. The provisions of the Agreement to be executed shall supersede this Allotment Letter and this Allotment Letter shall stand cancelled and terminated on execution of such Agreement

15) I/We agree to any changes/amendments /modifications provided within the amenities /layout/ plans or the specifications which are set out during the course of my booking without any reference and I/ We shall not raise any objection in respect thereof.

16) This Letter is only for confirming the provisional booking of the Unit and the Unit will be reserved for you especially, subject to your above confirmation.

17) Stamp duty and registration charges in respect of the captioned Unit will be paid by you.

18) Please confirm the above at the foot hereof.

Yours truly,
For SHANTEE HOMES REALTY LLP

I/We confirm:

Authorised Signatory
