

SALE AGREEMENT

THIS SALE AGREEMENT is made and entered into at MUMBAI, on this ____ day of _____, _____ BETWEEN "Shiv-KrupaDevelopers" a registered partnership company having PAN No. ACBFS6695L, having their registered office at 16, Shiv-Krupa, RRT Road, Mulund West, Mumbai 400080 and sales office at 1, Gr. Floor, Mulund Siddhi Vinayak Society, Zaver Road, Mulund West, Mumbai 400080, hereinafter referred to as the "DEVELOPERS" (which expression shall unless it be repugnant to the context

or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART:

AND

-----, residing at -----

-----, PAN -----, hereinafter

referred to as the "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators) of the SECOND PART:

WHEREAS:

A) Shri Tribhuvannath Ramachraj Dube and Shri Awadhnarayan Ramachraj Dube, hereinafter referred to as the "ASSINORS"(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators) are absolutely seized and possessed and/or otherwise well and sufficiently entitled to the Plot of Land, with building thereon known as Shiv-Krupa, admeasuring 770.2 sq.mts., inclusive of setback area of 52.80 sq. meters, bearing C.T.S. No.1173A, 1173A/1 to 11(18) of Village Mulund (West), Taluka Kurla, Mumbai Suburban District and more particularly described in the Schedule hereunder written, hereinafter referred to as the said "PROPERTY".

B) By an Agreement for Sale dated 20th December 2011, registered under Serial No.BDR-3/877 of 2012, the said ASSIGNORS herein have agreed to sell the said PROPERTY to (1) SHRI LACHHMAN BALRAMDAS CHOTRANI, aged 68years, having PAN No.AABPC3458M, (2) SHRI UTTAM MULCHAND AMARNANI, aged 67 years, having PAN No.AADPA32200, (3) SHRI GOPAL GANESH CHOTRANI, aged 57 years, having PAN No.ACPPC5040F, AND (4) SHRI KANAYA GANESH CHOTRANI, aged 51 years, having PAN No.ACFPC3069E, all having their common address at 16, Shiv-Krupa, RRT Road, Mulund (West), Mumbai – 400080, hereinafter referred to as the "ASSIGNEES" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators) on the terms and conditions mentioned therein, the ASSIGNEES herein are entitled to redevelop the said PROPERTY and utilise full FSI, including fungible areas, permissible as per DC rules.

C) The said ASSIGNORS herein have also executed General Power of Attorney dated 21st July 2011, registered under Serial No.BDR-3/877 of 2012, unto the ASSIGNEES herein. The ASSIGNEES herein are entitled to develop the said PROPERTY and sell to the PURCHASERS by entering in to the necessary sale agreement with the PURCHASERS.

D) By a Partnership Deed dated 1st February 2012, the ASSIGNEES herein have formed partnership company namely "Shiv-Krupa Developers", the

DEVELOPERS herein, registered with registrar of companies, having PAN No. ACBFS6695L and having its registered office at 16, Shiv-Krupa, RRT Road, Mulund West, Mumbai 400080 and sales office at 1, Ground Floor, Mulund Siddhi Vinayak Society, Zaver Road, Mulund West, Mumbai 400080.

- E) By a separate Development Agreement dated 14.11.2014 registered under Serial No.10381/2014 the ASSIGNEES herein have entered in to development agreement with Shiv-Krupa Developers, the DEVELOPERS herein. As such the DEVELOPERS herein have acquired all the rights of the ASSIGNEES herein.
- F) In the circumstances hereinabove mentioned, the DEVELOPERS are fully entitled to and enjoined upon to construct the said building/s on the said plot more particularly described in the Schedule hereunder written, in accordance with the said sanctioned plans, or as modified as per rules;
- G) The DEVELOPERS herein have appointed architects and structure engineers for preparing and submitting the plans to the concerned authority for approval.
- H) For the purpose of redevelopment of the said PROPERTY, the DEVELOPERS herein prepared and submitted the plan for constructing proposed Building comprising of residential flats, commercial units and shops to the Municipal Corporation of Greater Mumbai, which has sanctioned plans and issued the Intimation of Disapproval (I.O.D) bearing

No. BPES/5244/AT dated 18.09.2014, a copy whereof is hereto annexed as Annexure No. B. The DEVELOPERS have complied with terms and conditions which are imposed in said IOD and are also likely to comply with remaining conditions before commencement of the work. The DEVELOPERS have demolished the said existing building and are now constructing inter alia the Proposed Building comprising of ground plus 10 upper floors, residential flats, offices and shops with multi-level parking and open parking;

- I) The copies of the Title Certificate dated 18th June 2011 issued by the Advocate Shri H.G. Dharmadhikari have been annexed hereto and marked as Annexure No. C;
- J) Copies of Property Cards of the said PROPERTY have been annexed and marked as Annexure No. D;
- K) The DEVELOPERS state, declare and confirm that the title of the said PROPERTY is clear and marketable and that the DEVELOPERS have complied with all the terms and conditions of the said Agreement for Sale dated 20th December 2011 and under the General Power of Attorney dated 21st July 2012, the DEVELOPERS are entitled to sell and enter into sale agreement with the PURCHASERS.
- L) The PURCHASER has demanded from the DEVELOPERS and the DEVELOPERS have given to the PURCHASER inspection of all the documents of title relating to the said PROPERTY including the plans as at

present envisaged, designs and specifications and of such other documents as are specified under the provisions of Maharashtra Ownership Flats (Regulation of the Promotion and Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made there under;

M) The PURCHASER has seen the plans of the building as envisaged, which may be subject to modification/changes as may be determined by the DEVELOPERS and duly approved by the concerned authority. At the request of the PURCHASER, the DEVELOPERS have agreed to allot to the PURCHASER on ownership basis, flat/shop/commercial unit/car park bearing number «Flat_No_» on the «Floor» Floor of the said building to be constructed on the said plot.

N) The DEVELOPERS are entering in to separate agreements with several other persons or parties for allotment or sale of shops/commercial units/flats/car parking and other premises in the said building.

O) The parties hereto accordingly have agreed to record the terms of the Agreement as under:-

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The recitals contained herein above shall form an integral and operative part of this Agreement as if the same are set out and incorporated in this Agreement.
2. The DEVELOPERS shall construct ground plus 10 upper floors on the said PROPERTY, with car parking, in accordance with building plans approved/to be approved by MCGM or any concerned authorities.
3. The DEVELOPER shall sell to the PURCHASER Flat/Commercial Unit/SHOP/Car Park bearing number «Flat_No_» on the «Floor»Floor of the said building to be named "Shiv-Krupa". The plan in respect of the said premises is hereto annexed and marked Annexure No. A;
4. The carpet area of the said premises is ----- sq. met., as per the plans, which is inclusive of balcony, fungible FSI, passage and all other areas within the said premises for exclusive use of the PURCHASER.
5. The PURCHASER shall pay to the DEVELOPERS a sum of Rs. _____(Rupees _____ only) as the purchase price in respect of the said premises. The purchase price of Rs. _____(Rupees _____ only) is inclusive of proportionate price of the common

areas and facilities. The purchase price shall be paid by the PURCHASER as per the installments shown herein:

- a) Rs. _____ to be paid as earnest money
- b) Rs. _____ to be paid on signing of this agreement
- c) Rs. _____ to be paid on or before plinth
- d) Rs. _____ to be paid on or before 1st slab
- e) Rs. _____ to be paid on or before 2nd slab
- f) Rs. _____ to be paid on or before 3rd slab
- g) Rs. _____ to be paid on or before 4th slab
- h) Rs. _____ to be paid on or before 5th slab
- i) Rs. _____ to be paid on or before 6th slab
- j) Rs. _____ to be paid on or before 7th slab
- k) Rs. _____ to be paid on or before 8th slab
- l) Rs. _____ to be paid on or before 9th slab
- m) Rs. _____ to be paid on or before 10th slab
- n) Rs. _____ to be paid on or before roof slab
- n) Rs. _____ to be paid on or before possession

6. The DEVELOPERS have informed the PURCHASER and PURCHASER is aware that the DEVELOPERS propose to construct the building as per the plans duly approved by the concerned authorities. The DEVELOPERS may, as required by concerned authorities and/or at

their own absolute discretion from time to time, vary, amend &/or alter the building plans in respect of the said building.

7. The PURCHASER hereby irrevocably has agreed and has given his/her express consent to the DEVELOPERS for carrying out variations to the building plans in respect of the said plot and the said building.
8. The PURCHASER will pay the Municipal taxes, common water and electricity charges and other charges to the concerned authorities till the date of handing over possession of the said Tenement to the DEVELOPERS. The DEVELOPERS shall be liable for all Municipal and other taxes and charges including Land under Construction Taxes from the date of PURCHASER handing over possession of existing Tenement till the DEVELOPERS give possession of the new Flats in the new building to the PURCHASER.
9. On receiving possession of the said new Flat in the said new building, the PURCHASER shall hold the said new Flat on ownership basis and shall become a member of the Society formed by Flat PURCHASERS.
10. The DEVELOPERS shall observe, perform and comply with all the terms, conditions and stipulations which may be imposed by the

concerned local authority at the time of sanctioning the said plans and before handing over possession of the said new Flat to the PURCHASER. The DEVELOPERS shall obtain Architects Certificate that the building is ready for occupation and in respect of flat to be allotted to the PURCHASER in the new building before handing over possession of the same to the PURCHASER. The DEVELOPERS shall also obtain from the concerned MCGM Occupation Certificate in respect of the said new building, before handing over possession to the PURCHASER.

11. 10. The DEVELOPERS shall get Electric Meter and connection and Gas Pipe Line installed in the said new Flat to be allotted to the PURCHASER.
12. The DEVELOPERS shall rectify defects in the construction of the said new Flat and/or if there is a leakage in the said new Flat, the DEVELOPERS shall rectify the same at their costs if the same are brought to the notice of the DEVELOPERS by the PURCHASER within one year from the date of handing over possession of the said new Flat to the PURCHASER provided the PURCHASER has not made any internal and external changes in the flat allotted to the PURCHASER.
13. The PURCHASER shall take possession of the said new Flat from the DEVELOPERS within 15 days from the date of receipt of notice in

writing from the DEVELOPERS that the said new Flat is ready in all respects and the PURCHASER shall be liable to pay to the DEVELOPERS his proportionate Municipal taxes and outgoings in respect of the said new Flat from the date of possession or on the expiry of the said period of 15 days' notice, whichever is earlier.

14. The PURCHASER covenants with the DEVELOPERS as under:

- a) To pay regularly every month by the 7th of each month to the DEVELOPERS until the charge is handed over to the Society and thereafter to Society all outgoings in respect of the said flat in proportion to the area of his respective flat (i) the proportionate share that may be decided by the DEVELOPERS or Society as the case may be, (ii) Insurance Premium, (iii) all Municipal and other taxes that may from time to time be levied against the land and/or building water taxes and water charges, etc. (iv) outgoings for the maintenance and management of the building and the amenities, common access common lights and other outgoings such as collection charges for watchmen, sweeper and maintenance of accounts incurred in connection with the said PROPERTY or any other outgoings.
- b) That PURCHASER shall after 15 days from receipt of notice from the DEVELOPERS to take possession of the Flat, regularly pay to the

DEVELOPERS or Society as the case may be all the outgoings and maintenance charges in respect of the said Flat as may be determined by the DEVELOPERS or Society and as per the bills that may be raised by the DEVELOPERS or Society in respect thereof and subject to DEVELOPERS obtaining OC certificate from MCGM.

- c) The PURCHASER shall maintain at his own costs the Flat agreed to be allotted to him in the same good condition, state and order in which it is delivered to him and shall abide by all bye-laws, rules and regulations of the Municipal Corporation of Greater Mumbai or any other authorities and local bodies and shall attend and answer and be responsible for deviation, violation of any of the conditions or Rules or Bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.
- d) To keep the Flat, walls and partition walls, pipes and appurtenances thereto in good conditions and in particular so as to support shelter and protect the parts of the building other than his Flat.
- e) To permit the DEVELOPERS and his Surveyors or Agents or Servants with or without workmen and other at all reasonable time to enter into and upon his Flat or any part thereof to view and examine the state and condition thereof and to make good within one month of the giving of notice all such defects, decays and

wants of repairs of which notice in writing shall be given by the DEVELOPERS to the PURCHASER.

- f) To permit the DEVELOPERS and its Servants, Surveyors and Agents with or without workmen and others at all reasonable time to enter upon and into the Flat or any part thereof for the purpose of making, repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, cables, wires, structures or other conveniences belonging to or used for the said building and also for the purpose of laying down, maintaining, repairing and testing water pipes and electric wires and for similar purposes.
- g) Not use the Flat or permit the same to be used for any purpose other than as a residential house or use the same not for any other purpose, which may or is likely to cause nuisance nor annoyance to occupiers of the other flats in the building or to the PURCHASER or residents of the neighboring properties nor for any illegal or immoral purposes. The PURCHASER shall not allow any company, firm or group of persons to occupy the flat allotted to him.
- h) Not use the said Flat for any purposes other than for residential purpose for which the said Flat is agreed to be acquired by him except with the written permission of the DEVELOPERS.

- i) Not to demolish or cause to be demolished the Flat or any part thereof allotted to him nor will at any time make or cause to be done any additions or alterations of whatsoever nature to the said Flat or any part thereof and shall not permit the closing of verandah or balconies or make any alterations in the elevation and outside colour scheme of the Flat to be allotted by him.
 - j) Not do or permit to be done any act or thing which may render void or voidable any insurance of any Flat or any part of the said building or cause any increased premium to be payable in respect thereof nor do any act or thing which may render void the said Agreement.
 - k) Not decorate the exterior of his Flat otherwise than in a manner agreed to be done with the DEVELOPERS or in the manner as near as may be in which the same was previously decorated.
 - l) Not store in the Flat agreed to be allotted to him any goods of hazardous or combustible nature or which are too heavy to affect the construction or structure of the building.
15. The stamp duty and registration fee in respect of this Agreement shall be borne by the PURCHASER alone.

16. The PURCHASER shall sign all necessary forms and documents for becoming the society and shall abide by the byelaws of the Society.
17. The PURCHASER shall pay to the following amounts to the Developer before taking possession of the flat in the new building as under:
- i)..Rs.600/- towards share money and entrance fee of the society;
 - ii)..Rs.5,000/- towards the legal charges of the Advocate for the Developer;
 - iii)..Rs.30,000/- towards the electricity meter charges;
 - iv)..Rs.10,000/- towards the Mahanagar Gas Connection;
 - v)..Rs.____/- towards the outgoings of the flat for 12 months from date of occupation;
 - vi)..Rs.____/- towards Municipal Assessment Taxes for 12 months from date of occupation;
18. The DEVELOPERS shall complete the entire development within 24 months from grant of Commencement Certificate with grace period of six months subject to force majeure and handover possession of the flat to the PURCHASER in the newly constructed building.

19. The DEVELOPERS have made separate arrangements with the PURCHASER for their temporary accommodation for first 24 months from the date of handing over vacant possession to the DEVELOPERS. However, if the new premise is not handed over to the PURCHASER within 24 months from date of handing over vacant possession to the DEVELOPERS then the DEVELOPERS shall pay the monthly compensation at the rate of Rs.50/- per sq. ft. of existing carpet area of the Tenement to the PURCHASER till he is offered possession of the new premises.
20. The DEVELOPERS have allotted open car parking space to the PURCHASERS as per law and has shown the same in the plan. The PURCHASER agrees that the DEVELOPERS alone have the right to allot car parking spaces and the PURCHASER shall not claim any right over parking spaces allotted to the Flat ASSIGNEES or interfere with the car parking spaces allotted to flat ASSIGNEES.
21. The DEVELOPERS shall be entitled to sell the flats other than those agreed to be allotted to the ASSIGNORS and PURCHASERS on ownership basis and appropriate the consideration on their own.

22. The PURCHASER shall have no claim over any other flats, area, open space common amenities other than specifically allotted to him.
23. The DEVELOPERS hereby agree and undertake that hereafter they shall not assign the said redevelopment project to any other DEVELOPERS until they provide the alternate permanent accommodation to the PURCHASER as per this agreement.
24. This agreement shall be subject to the provisions of the Maharashtra Ownership Flats Act, 1963.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year first hereinabove written.

SCHEDULE ABOVE REFERRED TO:

ALL THAT Plot of Land within building thereon known as Shivkrupa admeasuring 770.2 sq.mts. inclusive of setback area of 52.80 sq.mts. bearing C.T.S. No.1173A, 1173A/1 to 11 (18) of Village Mulund (West), Taluka Kurla, Mumbai Suburban District in the Registration District and Sub-District of Mumbai Suburban.

SIGNED & DELIVERED BY THE)
WITHIN NAMED DEVELOPERS)
THROUGH ITS PARTNER)

in the presence of.

- 1.
- 2.

SIGNED & DELIVERED BY THE)
WITHIN NAMED PURCHASER)
MR./MRS. «Name_of_PURCHASER»)

in the presence of

- 1.
- 2.

Dated this ____ day of____, 2015

SHIV-KRUPA DEVELOPERS

...THE DEVELOPERS

AND

MR./MRS._____

...THE PURCHASER

SALE AGREEMENT