

Date : _____

To,

PAN _____

Sub : Allotment of Flat No. _____ on _____ Floor in “ ” Wing, admeasuring _____ of the Building known as “ UNIVERSAL PARADISE” being constructed on the property bearing Final Plot No’s. 188 – H, 188 – G, 188 – E, 188 – F, 188 – I, 188 – B admeasuring in aggregate 3112.00 Sq. mtrs. or thereabout of Town Planning Scheme No. V (Final) of Vile Parle, situate, lying and being at Nanda Patkar Road, Vile Parle (East), Mumbai – 400 057.

Dear Sir / Madam,

As desired by you, we have allotted to you a Flat comprising of Room/s & Kitchen being **Flat No. _____ on _____ Floor in ‘___’ Wing** of the Building to be known as “ **UNIVERSAL PARADISE** ” being constructed by us, on the property bearing Final Plot No’s. 188 – H, 188 – G, 188 – E, 188 – F, 188 – I, 188 – B admeasuring in aggregate 3112.00 Sq.meters or thereabout of Town Planning Scheme No. V (Final) of Vile Parle, situate, lying and being at Nanda Patkar Road, Vile Parle (East), Mumbai – 400 057, as per tentative enclosed plan, for and aggregate price of **Rs. _____/- (Rupees _____**

_____ Only) and the entire payment is to be made by you, as per the Schedule of payment attached hereto.

2. Over and above the agreed price, the stamp duty, registration Charges, legal expenses and any other taxes & levies, development charges, deposits towards electricity meter and water meter, incidental charges etc. shall be borne and paid by you.

3. a) **10%** of the Total consideration (_____) as Earnest Amount at the time of **Execution of this Allotment.**
- b) **10%** of the Total consideration (_____) will be payable at the time of **Commencement of Work.**
- c) **15%** of the Total consideration (_____) will be payable on or before **Completion of Plinth.**
- d) **40%** of the Total consideration (_____) will be payable by way of equally divided installment each on or before **Casting of Slabs up to Last Slab** time being of the essence of the contract.
- e) **20%** of the Total consideration (_____) will be payable at the time of **Inside and Outside Plaster of the Wall, Electrical and Plumbing Work, Flooring and Finishing.**
- f) Balance **5%** of the Total consideration (_____) will be payable by you, along with all deposits and charges upon the **Possession** of the above Flat being offered to you time being of the essence of the contract.
4. It is specifically agreed by and between us that the time being the essence of the contract, in case if you commit any default in making the payment of further installment as stipulated in the attached schedule of payment, this offer shall get automatically cancelled and all the amounts paid by you shall be refunded by us to you without any interest thereon, within a period of 3 months from the date of such cancellation, after deducting incidental expenses and losses, if any.
5. Without prejudice to above, if the delay is condoned by us, you shall be liable to pay the interest at the rate of 24% p.a. on the outstanding amount, from it's due date till such payment is made together with incidental and other charges.

6. You have taken inspection of all the relevant documents pertaining to the above property and seen the site conditions and you have satisfied yourself, prior to booking & allotment of the above flat to you.
7. It is agreed that regular and detailed Agreement for Sale in respect of the above Flat in accordance with the Maharashtra Ownership Flats Act, 1963 and Rules thereunder will be executed in due course of time, after all the particulars as required to comply the provisions thereunder are finished by you and subject to the sanction of the plan and further approval/amendments and the necessary permissions from the concerned Authorities, for completion of the above project.

Please Confirm.

Yours Truly,
For A. Surti Developers Pvt. Ltd.

Director

Director

I / We Confirm,

Purchaser / s

In the Presence of:

Received a sum of Rs. _____/- vide Chq. No. _____ dated _____ drawn on
_____ Bank _____ Branch.

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Mumbai, this _____ day of _____ 20____ BETWEEN **A. SURTI DEVELOPERS PRIVATE LIMITED**, a Private Limited Company incorporated and registered under the Companies Act, 1956, having its registered Office at 75, Off. Nehru Road, Near Santacruz Airport, Vile Parle (East), Mumbai - 400 099. 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 its successors or successor and assigns) of the ONE PART; AND SHRI / SMT / M/S _____

Indian Inhabitant/s having his/her/their present address at _____

hereinafter referred to as **‘THE FLAT PURCHASER/S’** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS:

- (a) The Mahanagar Telephone Nigam Limited (hereinafter referred to as the 'MTNL') are the absolute owners of all that pieces or parcels of land bearing C.T.S. No. 1730 (Part), 1731 (Part), (now CTS Nos. 1731/A & 1731/B), 1732 (Part), 1763 (Part) and 1764 of Revenue Village Vile Parle, corresponding Final Plot Nos. 188-H, 188-G, 188-E, 188-F, 188-I, 188-B admeasuring in aggregate 3112.00 sq. meters or thereabout as per T.P.S. records of Town Planning Scheme No. V (Final) of Vile Parle, situate, lying and being at Nanda Patkar Road, Vile Parle (East), Mumbai - 400 057 and more particularly described in the First Schedule hereunder written (hereinafter referred collectively to as 'the Said Property');
- (b) In the year 1981, the said Property was the subject matter of the Land Acquisition proceedings and the Special Land Acquisition Officer initiated the proceedings under Case No. LAQ/285 for acquiring the said Property for the purpose of Telephone Exchange building for then Bombay Telephones (Indian Post & Telegraph Department) and now MTNL;
- (c) By and under an Award dated 23rd September, 1986 passed by the Special Land Acquisition Officer under the Land Acquisition Act, 1894 as amended upto date, the said Land Acquisition proceedings were concluded in favour of MTNL, as such the Special Land Acquisition Officer ordered and directed the MTNL to pay a total sum of Rs. 10,40,885/- (Rupees Ten Lakhs Forty Thousand Eight Hundred Eighty Five Only) as and by way of compensation to the Special Land Acquisition Officer, for the payment to the respective Owners/ Claimants of the plots (forming the part & parcel of the said Property). Accordingly, MTNL also, paid the said ordered amount of Rs. 10,40,885/- (Rupees Ten Lakhs Forty thousand eight hundred eighty five only) to the Special Land Acquisition Officer for the payment to the respective Owners of the said plots of land acquired;
- (d) Subsequently, in the month of April, 1987, MTNL having become the absolute owners of the said Property, took the possession thereof together with encroachments/hutments thereon (save and except the Plot of land bearing CTS No. 1763 (Part), 1764 (F.P. No. 188-B) admeasuring 651 square metres or thereabout as the same was under litigation);

- (e) Thereafter, on or about 7th March, 2002 the Special Land Acquisition Officer has also, handed over the possession of the said Plot of Land bearing CTS No. 1763 (Part), 1764 i.e. F. P. No. 188-B admeasuring 651 square metres or thereabout (forming the part and part and parcel of the said Property) together with encroachment / hutment thereon to MTNL, as such, MTNL became entitled to develop the said property and/or to construct the Telephone Exchange Building thereon;
- (f) Since the inception, the said Property was encroached upon by hutment / slum dwellers and also due to various problems, it was not possible for MTNL to develop the said Property, for the construction of Telephone Exchange and/or any other related purposes;
- (g) The said Property is also notified and declared as the 'Slum' under the Maharashtra Slum (Improvement, Clearance and Redevelopment Area) Act, 1971 and to that effect Notification has been issued by the State Government and published in Government Gazettes date 16th July, 1998 (Page No. 767) and date 14th September, 2000 (Page 1492) respectively;
- (h) As such, MTNL was not in a position to obtain vacant possession of the said Property, for the construction of Telephone Exchange Building thereon and/or to develop the said Property, as the occupants / hutment dwellers sitting thereon are protected under Slum, as per the policy of the Government of Maharashtra;
- (i) However, as per Regulation 9, Table 4 (V) & (5) (K) of the Development Control Regulations, 1991, MTNL is entitled to develop the said Property, for the construction of the Telephone Exchange Building and upon rehabilitating the slum/hutment dwellers in accordance with the Slum Rehabilitation Scheme and the Policy of the State of Maharashtra;
- (j) The eligible slum/hutment dwellers sitting on the said Property and adjoining lands have formed and proposed a Co-operative Housing Society, in the name and style of 'Sai Magan Co-operative Housing Society (Proposed)' to avail the benefits of the slum Rehabilitation Scheme, by becoming the members of the said Society;

- (k) The said Sai Magan Co-operative Housing Society (Proposed) and all its members (eligible slum/hutment dwellers) have entered into an Agreement with the Developers herein, i.e. **A. SURTI DEVELOPERS PVT. LTD.** for implementation of the said Rehabilitation Scheme on the said Property and have appointed them as the sole and exclusive Developers of the said Project and authorized them to obtain various permissions and sanctions from Slum Rehabilitation Authority (SRA) and concerned Authorities relating thereto;
- (l) The Developers herein have already submitted the proposal for the re-development of the said Property and for obtaining various permissions and sanctions for the implementation of Rehabilitation Scheme before the Slum Rehabilitation Authority through their Architects Mahendra N. Associates under Rule 33 (10) the Development Control Regulations, 1991 of M.C.G.M. as amended upto date by providing alternative accommodation to the said eligible slum / hutment dwellers sitting on the said Property and adjoining lands;
- (m) The said Developers have approached the MTNL and also agreed to provide and allot free built-up area equivalent to 15% of the total F.S.I. i.e. 473 square metres available in respect of the said property free of costs as per Regulation 9, Tables 4 (V) & (5) (K) of the Development Control Regulation Act, 1991, in lieu of handing over remaining land to the Developers, for implementation of Slum Rehabilitation Scheme as per the approval of SRA, Guidelines and Policy of Government of Maharashtra;
- (n) MTNL has opted to get free build-up area equivalent to 15% of the F.S.I. and the Developers have agreed to provide and allot free build-up area of 15% of F.S.I. i.e. 473 sq. mtrs. by way of construction of the separate Telephone Exchange building on independent plot to be carved out of the said Property;
- (o) The Developers have already by their letter dated 28th June, 2000 informed MTNL that the individual Agreements with the occupants / slum dwellers sitting on the said Property and adjoining lands affected under the D. P. Road reservation have been entered into as per the Guidelines of the Slum Rehabilitation Authority and also,

obtained NOC from the Additional Collector (Enc.) confirming the eligible occupants/slum dwellers to the rehabilitated under the said Scheme, as such the Developers have requested MTNL to grant their NOC and also to make available the said Property, for implementation of the Slum Rehabilitation Scheme and also, agreed to provide and allot 15% of the constructed build-up area as and by way of separate Telephone Exchange building free of cost of MTNL as per their requirements as per S. R. A. Policy and Guidelines;

- (p) The Slum Rehabilitation Authority by their letter dated 19th October, 2000, addressed to the Principal General Manager (Development), MTNL, informed that the said plots of land (forming the part and parcel of said Property) as reserved for Telephone Exchange as per the sanctioned Development plan of "K-East" Ward of MCGM and that as per Regulation 9, Table 4 (V) & (5) (K) of the Development Control regulations, 1991, the development activity on plots reserved for the Telephone Exchange could be initiated by MTNL. However, as the said plots of land are encumbered by huts which are declared as 'Protected structures' under the Policy of the Government, the Architects M/s. Mahendra N. Associates on behalf of the said Developers have already submitted a proposal under the Slum Rehabilitation Act and under the provisions of the Revised Development Control Regulations 33 (10) sanctioned on 15th October, 1997 and that the Developers have also, submitted necessary consent of more than 70% of eligible slum-dwellers to participate in the said Scheme and submitted the required Annexure-III for exploring the financial capacity and also informed MTNL that the proposal from the Developers herein i.e. A. Surti Developers Private Limited would be examined as per the provisions of the revised Development Control Regulation 33 (10) provided specific NOC's are given by MTNL and requested MTNL to communicate their remarks in the matter, so as to process the proposal of the Developers;

- (q) MTNL by their letter dated 28th July, 2001 granted their NOC for re-development of the said Property under the proposed Slum Rehabilitation Scheme to be implemented by the Developers and also, submitted Block plan and plan of the proposed Telephone Exchange building, to be provided by the Developers having 15% build-up area free of cost to MTNL, on an independent sub-divided plot

admeasuring 473 square metres earmarked for MTNL (after sub-division of the said Property admeasuring 3112 square metres as per Town Planning Records) under the said Scheme;

- (r) In the premises aforesaid, the MTNL is not in a position to develop the said property as they have no machinery to negotiate with slum dwellers i.e. occupants in order to enter into individual agreements and/or to approach Slum Rehabilitation Authority to get plans approved and to carry out construction of the buildings thereafter as per SRA Guidelines. MTNL thereupon granted N.O.C. to the Developers for the development of the said property and to carry out the construction of the building or buildings thereon, for providing the tenements to the existing eligible slum dwellers and also to provide and allot 15% of the constructed built-up area as and by way of separate Telephone Exchange building free of cost to MTNL on independent plot as provided herein as per SRA Rules and Regulations and complete the Project;
- (s) MTNL have given their N.O.C. to S.R.A. through the Developers to develop the said Property in accordance with "The Slum Redevelopment Scheme" as mentioned above and the Developers have agreed to develop the same and to carry out the construction of the said buildings, as per the terms and conditions of the said Scheme;
- (t) The Slum Rehabilitation Authority by their Letter of Intent bearing No. SRA/ENG/369/KE/MTNL/LOI dated 30th October, 2003 have issued Letter of Intent approving the Developers' proposal for Slum Rehabilitation Scheme, for grant of 2.58 FSI in accordance with clause No. 33 (10) and Appendix (IV) of amended D.C. Rules out of which allowing maximum F.S.I. of 2.50 to be consumed on the said property as per the terms and conditions as set out therein;
- (u) By and under an Agreement for Development dated 25th August, 2004 and duly stamped and registered in the office of the Joint Sub-Registrar Andheri-I, MSD, on 2nd September, 2004 under Serial No. BDRI-07736-2004 executed and entered into between Mahanagar Telephone Nigam Ltd. (therein and herein also, referred to as 'MTNL') of the One Part and A. Surti Developers Private Limited (therein and herein referred to as 'the Developers') of the Other part, whereby

MTNL confirmed having granted their no objection to the Developers herein and also, entrusted the development rights, in order to develop the said property as per the sanctioned plan and Slum Rehabilitation Scheme approved by SRA, in accordance with prevailing Development Control Regulations as mentioned above and subject to the terms and conditions as recorded therein;

- (v) MTNL has also, granted Irrevocable License to the Developers herein to enter upon the said property, for the purpose of development thereon and also to carry out the construction of the said buildings as per the approvals and/or sanctions which may be granted by SRA, M.C.G.M. and/or the concerned authorities and to remain there till the Project is complete in all respect. The said Letter of License is also duly registered in the office of the Joint Sub-Registrar, Andheri-I, MSD under Serial No. BDRI-07737-2004 on 2nd September, 2004;
- (w) In pursuance thereof, MTNL has also executed Irrevocable Power of Attorney dated 25th August, 2004 which is duly registered in the office of the Joint Sub-Registrar Mumbai City II, on 4th September, 2004 under Serial No. 612/04 in favour of the Directors of the said Developers' Company i.e. A Surti Developers Private Limited and conferring upon them various powers and authorities, in order to take the necessary steps for development of the said property and for the construction of proposed new building thereon, as per the approved Rehabilitation Scheme by SRA;
- (x) In view of the above, the said Developers viz. i.e. A. Surti Developers Private Limited are entitled to carry out the development and construction of the said Building on the said property and also, to sell the Flats / Units etc. earmarked as the Sale Component in the open market to the prospective buyers and to appropriate the sale proceeds thereof;
- (y) The Developers have already appointed Architect M/s. Mahendra N. Associates and R.C.C. Consultant M/s. Tavase & Associates for the preparation of the structural designs and drawings of the proposed new building/s and the developers accept the professional supervision of the said Professionals during the course of the construction of the new building/s to be constructed on the said property more

particularly described in the First Schedule hereunder written, till the completion of the entire project in all respects;

- (z) The Developers have proposed to construct multi-storied Building/s on the said property more particularly described in the First Schedule hereunder written viz. (1) Telephone Exchange building to be provided to MTNL free of cost (2) Rehab Building (for accommodating the slum/hutment dwellers/existing members of the said Society) and (3) Sale Building (meant for the Developers, for sale of flats/units etc. in the open market to the prospective purchasers) (hereinafter referred to as 'the said Building/s') in accordance with letter of Intent, the plans sanctioned by the Slum Rehabilitation Authority and/or further approvals and/or necessary amendments as may be required subject to the necessary compliance of conditions and the directions which may be issued by the said Authorities from time to time;
- (aa) The Flat / Unit Purchaser/s has/have demanded from the Developers and the Developers accordingly have given inspection to the Flat/Unit Purchaser/s of all the Documents of Title relating to the said property, the permissions and approvals granted by the Slum Rehabilitation Authority/MCGM, the Plans, Designs and specifications prepared by the Architects and all other such documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as 'the said Act') and the Rules made thereunder and all other provisions of the statute. Also, the List of Flats/Units etc. earmarked for the Developers in Sale Building, for open sale to the prospective Purchasers as per the aforesaid approved Redevelopment Scheme;
- (cc) A copy of the Title Certificate issued by Gordhandas & Fozdar (Regd), Advocates and Solicitors, in respect of the said Property in annexed and marked as Annexure - 'A' hereto;
- (dd) Copies of the extract/s of Property Registered Cards in respect of the said Property issued by the concerned Authorities are annexed and marked as Annexure - 'B' (Collv.) hereto;

- (ee) The Developers have got approval/s from the Slum Rehabilitation Authority the Plans, the Specification, elevations, sections and details of the Building/s and the Letter of Intent bearing No. SRA/ENG/369/KE/MTNL/LOI dated 30th October, 2003 and a copy of the same is annexed and marked as Annexure - 'C' hereto;
- (ff) The Slum Rehabilitation Authority has also granted three separate intimation of approvals, under Sub regulation 2.3 of Appendix-IV of D.C.R. No.33(10) dated 15-10-1997 for Brihanmumbai viz. (1) Intimation of Approval bearing No. SRA/ENG/1030/KE/MTNL/AP dated 11th November, 2003 for MTNL Building (2) Intimation of Approval bearing No. SRA/ENG/1029/KE/Rehab/AP dated 11th November, 2003, for Rehab Building & (3) Intimation of Approval bearing NO. SRA/ENG/1225/KE/PL/AP dated 14th October, 2004 for Sale Building and also, issued three separate Commencement Certificates for the construction of the said Buildings i.e. for MTNL Building dated 30th July 2004, for Rehab Building dated 30th July 2004 & for Sale Building dated 19th January 2005, of the said project. The copies of the said Intimation of Approvals and the said Commencement Certificates are annexed and marked as Annexure - 'D' (Collv.) & Annexure - 'E' (Collv.) respectively hereto;
- (gg) While Sanctioning the said plans, the concerned Authority and/or Government has laid down certain terms, conditions, stipulations, restrictions which are to be observed and performed by the Developers while developing the said property and/or carrying out construction of proposed Building/s and upon the observance and performance therewith, the Occupation and Completion Certificate in respect of the said Building/s shall be granted by the said concerned Authority;
- (hh) The Developers have accordingly commenced the construction of the said Building/s in accordance with the said Plans;
- (ii) The Flat/Unit Purchaser/s applied to the Developers for allotment of Flat/Unit No. _____ on _____ floor in 'A' / 'B' / 'C' / 'D' Wing of the said Sale Building named as 'UNIVERSAL PARADISE' being constructed on the said Property more particularly shown in the floor plan annexed hereto and marked Annexure - 'F';

- (jj) Prior to making application as aforesaid as required under the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. VXXIV of 1960) and the Urban Land (Ceiling & Regulation) Act, 1976 the Purchaser/s has/have made declaration to the effect firstly that neither the Purchaser/s nor the members of his/her/their family as defined under the Urban Land (Ceiling and Regulation) Act, 1976, own a tenement, house or building within the limits of Mumbai in excess of ceiling limits in any Urban Agglomeration;
- (kk) Under Section 4 of the said Act, the Developers are required to execute a Written Agreement for Sale of the said Flat/Unit to the Purchaser/s being in fact these presents;

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED,
DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO
AS UNDER :**

1. The Developers are Proceeding further with the consturction of the building/s on the said Property situate at Nanda Patkar Road, Vile Parle (East), Mumbai - 400 057 in the Registration District of Mumbai and Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the First Schedule hereunder written, in accordance with sanctioned plans and specification which have been kept at the building site for inspection and which the Flat / Unit Purchaser/s has / have been and approved and satisfied himself / herself / themselves about the same and it is agreed that the Developers shall be entitled to make such variation and modifications in the said building plans as may be required to be done by the SRA/MCGM and / or any other authority concerned and / or the Developers themselves.
2. The Flat/Unit Purchaser/s has/have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited documents and Agreements and also all the documents referred to herein and subject to the terms and conditions that may be imposed by the SRA/MCGM and other Authorities concerned and also subject to the Developers' right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications.

3. The Flat / Unit Purchaser/s has / have been given inspection of all the documents recited herein and also the documents referred to herein and all other papers and documents relating to the said property. The Flat / Unit Purchaser/s hereby accept / accepts and irrevocably grant/s to the Developers, right to modify the terms and conditions and agree/s to abide by, observe and perform the same so far as they are applicable to the said Flat and the said Building/s / Structure/s.
4. The Flat / Unit Purchaser/s declare / declares that before the execution of this Agreement, the Flat / Unit Purchaser/s has / have made full and free inspection of particulars and disclosure of interalia the followings :-
 - (a) nature of Developers' rights and the Owners' title to the said property, alongwith all relevant documents;
 - (b) all plans and specifications duly approved and sanctioned by the SRA / MCGM under D. C. Regulation No. 33 (10) of the Development Control Regulations of Greater Bombay, 1991 as amended till date;
 - (c) nature and particulars of specifications and amenities to be provided in the said Sale Building/s and the Flat/s Unit/s to be constructed on the said Property are set out in the list annexed and maked as Annexure-'G' hereto;
 - (d) the nature of organisation of persons to be consituted and to which the title is to be passed on, to the separate Co-operative Housing Societies under the Maharashtra Co-operative Societies Act, 1960 and the rules thereunder as per the approval of the Rehabilitions Scheme;
 - (e) the various amounts that are to be paid interalia towards the revenue assessment, betterment charges, developement charges, municipal and other taxes, municipal deposits and water and electricity charges, including water deposits and electricity deposits as are for the time being in force;
5. The Flat / Unit Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid locuments and all the disclosures made by the Developers the Flat / Unit Purchaser/s with full knowledge thereof, has / have entered into this Agreement.

6. The Flat / Unit Purchaser/s has / have, prior to the execution of this Agreement, taken inspection of the documents in respect of the rights/title of the Developers / Owners to the said property described in the First Schedule hereunder written and is / are fully satisfied about the right / title of the Developers / Owners to the said land hereditament and premises and the Flat / Unit Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the said Owner and the rights of the Developers herein to the said property and agree/s not to raise any requisition or objection in connection with and respect thereto.
7. The Flat / Unit Purchaser/s hereby agree/s to purchase from the Developers and the Developers hereby agree to sell Flat / Unit No. _____ on _____ Floor in 'A' / 'B' / 'C' / 'D' Wing of the said Sale Building named as 'UNIVERSAL PARADISE' being constructed on the said property (hereinafter referred to as 'the said Flat') and the said Flat is shown in the Floor Plan Annexure - 'F' hereto. The carpet Area of the said Flat and area of the enclosed balcony, if any are shown therein.
8. As consideration for the acquisition of the said Flat / Unit No. _____ on _____ Flat / Unit No. _____ admeasuring _____ sq. ft. (built-up area) on _____ floor in 'A' / 'B' / 'C' / 'D' Wing of the said Sale Building named as 'UNIVERSAL PARADISE' being constructed on the said property and the Flat / Unit Purchaser/s hereby agree/s to pay the Developers a sum of Rs. _____ (Rupees _____ only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common / limited area and facilities which are more particularly described in the Second Schedule hereunder written. The time for payment of each of the installments shall be the essence of the contract.
9. Notwithstanding anything stated in this Agreement elsewhere, the Flat agreed to be purchased / acquired by the Flat / Unit Purchaser/s herein shall be provided with specification or amenities which are set out in Annexure- 'G' annexed hereto and that the Developers shall have right without any reference to the Flat / Unit Purchaser/s to vary or modify such amenities or specifications and the purchaser/s shall not raise any objection in respect thereof.

10. The Developers shall give possession of the said Flat to the Flat / Unit Purchaser/s on or before the ____ day of ____ 200 ____ If the Developers fail or negelet to give possession of the said Flat / Unit ot the Flat / Unit Purchaser/s save and except for the reasons beyond their or their agents control and as per the provision of Section 8 of Maharashtra Ownership Flate Act, 1963 by the aforesaid date, or the dates prescribed there in and the Developers shall be liable for the repayment of the amounts received in respect of the said Flat / Unit with simple interest at nine percent per annum from the dates of the Developers the sum till the date amounts and interest thereon is repaid by the PROVIDED that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority. PROVIDED that the Developers shall be entitled for reasonable extension of time for giving possession fo the said Flat on the aforesaid date if the completion of the building in which the said Flat / Unit is to be situated is delayed on account of :-
- (i) non-availability of cement, steel, other building materials etc. or
 - (ii) war, civil commotion or Act of God;
 - (iii) any, notice, order, rule, notification of the Government and / or other Public or Competent Authority;
 - (iv) any riots, strike or problem by workmen
11. The Flat / Unit Purchaser/s shall take the possession of the said Flat / Unit within seven days of the Developers giving written notice to the Flat / Unit Purchaser/s that the said Flat / Unit is ready for use and occupation. On possession being taken by the Flat / Unit Purchaser/s in pursuance of such notice or otherwise, the Flat / Unit Purchaser/s shall not be entitled to make and shall not make any claim, objection, against the Developers regarding the said building or the said Flat / Unit or anything connected therewith the same including defects, quality, or construction, materials, additions or alterations etc. and the same, if any, shall be treated and deemed to have been extinguished and/or waived.
12. The Flat / Unit Purchaser/s of the respective Flat / Unit shall be entitled to use and occupy their respective Premises only.
13. The Flat / Unit Purchaser/s shall not use the said Flat / Unit or permit the same to be used for any purpose whatsoever other than what is prescribed by Municipal Corporation of Greater Mumbai.

14. The Flat / Unit Purchaser/s admit/s having taken inspection of all the documents required to be given by the Developers under the provisions of the Maharashtra Ownership Flats Act, 1963 and hereby agree/s and confirm/s that the Developers shall have irrevocable rights for the purpose set out hereinafter and the Developers shall be entitled to exercise the same as if the Flat / Unit Purchaser/s had given the written prior consent to the Developers as required under the said Act and with a view to remove any doubts the Flat / Unit Purchaser/s hereby confer/s upon the Developers the right and authority for the purpose set out herein below :-

- (a) The Developers shall be entitled to amend, modify and/or vary the building plans and/or the lay out and/or sub-division Plan and also specifications in respect thereof;
- (b) The Developers shall be entitled to demolish the existing or new structure/s or any part or portion thereof;
- (c) The Developers shall be entitled to consume such F.S.I. and/or T.D.R. as may be available in respect of the said Property or any other Property or otherwise on the said Property at present or in future and for the purpose of consuming the balance and/or additional F.S.I. and/or T.D.R. to construct for extension and/or to put up additional floors, as the Developers may think fit and proper;
- (d) The Developers shall be entitled after consuming such balance and/or additional F.S.I. and / or T.D.R. by constructing Flats / Units etc. and to sell Flats / Unit for such permissible user as the Developers may think fit and proper to any person or persons for such consideration as they may, in their absolute discretion, deem fit and proper;
- (e) The Developers shall also, be entitled to consume additional and/or balance F.S.I. available under D.C. Regulations or T.D.R. or by any special concession being granted by the concerned Authority or Municipal Corporation of Greater Mumbai or other Authorities, including the F.S.I. available in lieu of road widening, set back, reservation etc.;
- (f) The Flat / Unit Purchaser/s herein and all the other Flat / Unit Purchasers in the said Sale Building shall not have any right, title claim or interest in respect of the open spaces, stilt area, parking spaces, open areas, inclusive of the garden area and that the rights of the Flat / Unit Purchaser/s are confined only to the Flat / Unit agreed to be sold;

- (g) Irrespective of the possession of the Flat / Unit being given to the Flat / Unit Purchaser/s and / or management being given to the Ad-hoc Committee of the Flat / Unit Purchaser/s or the Co-operative Societies that may formed, the rights under this Agreement reserved for the Developers for exploitation of the potentiality of the Property described in the First Schedule hereunder written, Shall be subsisting and shall continue to vest in the Developers till the conveyance is executed and the Developers shall be entitled to procure the Deed of Conveyance reserving such rights of the Developers from the said Owner in the said Property as may be outstanding at the time of execution of the Conveyance.
15. The Flat / Unit Purchaser/s agree/s and give/s his / her / their irrevocable consent that the Developers shall have a right to make additions amendments and alterations in the building plans and/or the said building/s or any part thereof for any user or to change the user (excluding the said Flat / Unit) including to raise additional storeys or structures on the land or open part or parts of the said buildings including on the terrace, at any time either before or after transfer of the Property and such rights shall include the right to use the F.S.I. or the additional F.S.I. and / or T.D.R. which may be available in respect of the said Property or other lands at any time, in future or to make such amendments / alterations in the sanctioned plan as may be permitted by the concerned Authority or Municipal Corporation of Greater Mumbai or other authorities and such additional structures or storeys or Flats shall be the sole property of the Developers who shall be entitled to deal with or dispose of the same. The Flat/Unit Purchaser/s shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Developers and the Developers shall have the exclusive use of the said terrace and the parapet walls when the property is transferred to the Co-operative Society subject to access thereto to the said Society to attend to any leakage from the terrace and / or to the water tanks on the said terrace or to carry out any repairs. the Developers and / or their nominee/s shall also be entitled to display boards and / or hoardings on the parapet walls of the said Buildings and also, to install electronic gadgets on terrace or paraphernalia in any part of the said Building, even if the said property is conveyed in favour of the Co-operative Society of the Flat / Unit Purchasers or any other Association of persons as the case may be.
16. Nothing contained in these presents is intended to be nor shall be construed to confer upon the Flat / Unit Purchaser/s any right, title, interest of any nature whatsoever in or upon the said Property, land, hereditaments and premises or any part thereof or of the building/s thereof.

17. The Flat / Unit Purchaser/s shall have no claim or right to any part of the said Property and also to any other parts of the said building/s other than the said Flat / Unit agreed to be purchased by him / her / them. All open spaces, parking spaces, stilt areas, lobbies, staircases, terraces, compounds, compound walls / fences, balance F.S.I. and / or future increase in F.S.I. if any etc. shall remain the Property of the Developers and the Developers shall be entitled at any time to allot and / or sell or otherwise dispose of the same to any purchaser or purchasers on such terms and conditions and at such price or prices as the Developers may deem fit and proper.
18. It is also understood and agreed by and between the parties hereto that the terrace space in front or adjacent to the terrace Flat or any part terrace/s in the said building, if any, shall belong exclusively to the Purchaser / Purchasers of the Flat / Flats to whom the Developers have given their consent in writing and such terrace spaces are intended for the exclusive use of the Purchaser / Purchasers of the Flat / Flats to whom the Developers have given their written consent for the same. The said terrace / terraces shall not be enclosed by the Purchaser / Purchasers of Flat / Flats till the permission in writing is obtained from the concerned Local Authority and the Developers.
19. The Flat / Unit Purchaser/s hereby agree and accord/s his / her / their irrevocable consent that the Developers shall have sole right and absolute authority to make the changes in plans and to construct or erect additional floor or floors on the said buildings or to change the user as may be permitted by the concerned authority or Municipal Corporation of Greater Mumbai or other authority for their sole benefit and also to use the terrace and the entire parapet walls of the said terraces for any purpose including for letting or leasing them out for advertisement and / or putting up and / or displaying hoardings of any nature whatsoever as they may deem fit and all the income derived there from shall be the absolute income of the Developers and the document of transfer in favour of the Co-operative Society/s shall contain necessary covenants in favour of the Developers in that behalf. The Flat / Unit Purchaser/s hereby agree/s that all necessary facilities, assistance and co-operation will be rendered by him / her / them to the Developers to enable the Developers to make any additions and alterations, and / or to raise additional storey or storeys or structures in accordance with the plans sanctioned or which may be hereafter sanctioned by the concerned authority or Municipal Corporation of Greater Mumbai. The Flat / Unit Purchaser/s

hereby further agrees/ that if required by the Developers, after becoming member/s of the Registered Society, the Flat / Unit Purchaser/s as the member/s or shareholder/s of Society, shall accord his / her / their consent through such Society, giving to the Developers full facility, assistance and co-operation to enable the Developers change the user, to make the said additional storeys which may be constructed by the Developers and also for the aforesaid purpose, to shift the water tanks on the upper floors or floor when so constructed. It is further agreed that if there is any increase in floor space index (F.S.I.) in future the benefits of such increase will always belong entirely to the Developers to the exclusion of the Flat / Unit Purchaser/s on the said Property or elsewhere at their absolute discretion and the Flat / Unit Purchaser/s hereby irrevocably consent/s to the same. The Flat / Unit Purchaser/s shall not be entitled to object to any of the aforesaid things or claim any reduction in price of the said Flat / Unit agreed to be acquired by him / her / them or compensation or damage on the ground of inconvenience or any other ground including loss of air and / or light. The Flat / Unit Purchaser/s shall not have any right of easement by way of air, light or otherwise in respect of the said Flat / Unit or any portion of the said Property till Developers confirm in writing that the said project is completed.

20. The Flat / Unit Purchaser/s for himself/herself/themselves with intention to bring all persons into whomsoever's hands the said Flat / Unit may doth/do hereby covenant with the Developers as follows :-

- (a) To maintain the said Flat / Unit at Purchaser's own cost and to keep the same in good tenantable conditions from the date of possession of the Flat / Unit is taken and shall not do or cause to be done anything in or to the building in which the Flat / Unit is situated, staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make additions in or to the building in which the Flat / Unit is situated and the Flat / Unit itself or any part thereof;
- (b) Not to store in the Flat / Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the Flat / Unit is situated or storing of which goods is objected under law by the concerned Local or Government authority and shall not carry heavy

packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure or the building in which the Flat / Unit is situated including entrances of the building in which the Flat / Unit is situated and in case any damage is caused to the building in which the Flat/Unit is situated, the Flat on account of negligence or default of the Flat/Unit Purchase/s in this behalf, the Flat/Unit Purchase/s shall be liable for the consequences of the breach;

- (c) To carry at his/her/their own costs all internal repairs to the said Flat / Unit and maintain the Flat in the same conditions, stage and order in which it was delivered by the Developers to the Flat/Unit Purchaser/s and shall not do or cause to be done anything in or to the building in which the Flat/Unit is situated or the Flat/Unit which may given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And In the event of the Flat / Unit purchaser/s committing any act in contravention of the above provision, the Flat / Unit Purchaser/s shall be responsible and liable for the consequences, thereof which may be initiated by concerned local authority and or other public authority;
- (d) Not to demolish or cause to be demolished the Flat/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Unit is situated and shall keep, the portion, awears, drains, pipes in the Flat/Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the Flat/Unit is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C. pardis or other structural members in the Flat/Unit without the prior written permission of the Developers;
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the Flat/Unit is situated or any part thereof whereby any increase in premium shall become payable in respect of such insurance;
- (f) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from window/balcony in the compound or in any

portion of the said land and the building including staircase use and it's landing in which the flat is situated;

- (g) Pay to the Developers within seven days of demand by the Developers, his/her/their share of security deposit or bills demanded by concerned Local Authority or Government for giving water, electricity, or any other service connection to the building in which the Flat/Unit is situated;
 - (h) To bear and pay increase in local taxes, water charges, insurance and such other taxes and levys, if any, which are imposed by the concerned Local Authority and/or Government and/or other Public Authority on account of change of user of the Flat/Unit by the Flat / Unit Purchaser/s;
 - (i) The Flat / Unit Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amemdments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the building rules regulations and Bye-laws for the time being of the concerned Local Authority and of Government and other Public Bodies. The Flat/Unit Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the Society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
 - (j) Till a Conveyance of building in which the Flat/Unit is situated is executed, the Flat/Unit Purchaser/s shall permit the Developers and their surveyors and agents, with or without workmen and other at all reasonable times to enter into and upon the said Flat/Unit, said land and building/s or any part thereof to view and examine the state and condition thereof and also to proceed further with the addition or alteration to the building/s;
21. The Flat / Unit Purchaser/s shall not let, sub-let, sell, transfer, moetgage, charge or in any way encumber or deal with or dispose of his / her / their Flat / Unit or assign, underlet or part with his/her/their interest under this Agreement or the benefit factor of this Agreement or any part thereof till

all the dues of whatsoever nature owing to the Developers are fully paid and only if the Flat/Unit Purchaser/s has/have not been guilty of breach of or non-compliance or non-observance of any of the terms and conditions of this Agreement and until the Flat/Unit Purchaser/s obtain/s prior consent in writing of the Developers.

22. From the date of the notice which is given by the Developers to the Flat / Unit Purchaser/s that the said Flat/Unit is ready, or from the date on which the Flat/Unit Purchaser/s take/s the possession of the Flat/Unit, whichever is earlier, the Flat/Unit Purchaser/s. shall be liable to bear and pay the proportionate share as may be determined by the Developers of all outgoings in respect of the said land and building including all Government rates, taxes and charges, collector's bills, electricity and water charges, insurance, wages, salaries, sanitation, additions and alterations, oil painting, colour, washing, repairs etc. more particularly and specifically mentioned in Annexure-'H' annexed hereto and all other outgoings and expenses of and incidental to the management and maintenance of the said Property. The Flat / Unit Purchase/s along with the purchasers of other units will not require the Developers to contribute proportionate share of the maintenance charges of the flats which are not sold and disposed of or given possession by the Developers and the same shall be borne and paid by the Purchaser/s of the other flats including the Flat/Unit Purchaser/s herein. Until the said land and building is transferred to the Society, the Flat/Unit Purchaser/s shall pay to the Developers such proportionate share of outgoings as may be determined by the Developers, till the Municipal Taxes etc. are fixed and the exact amount is worked out for each Flat/Unit, meanwhile, the Flat/Unit Purchaser/s agree/s to pay to the Developers from the aforesaid date (viz. date of the notice that the Flat/Unit is ready or the date on which possession is taken, whichever is earlier) provisional monthly contribution of Rs. _____ (Rupees _____ only) per month towards and on account of such and other outgoings and expenses, as aforesaid. The amount so paid by the Flat/Unit Purchaser/s to the Developers until conveyance is executed in favour of the Society. The Flat/Unit Purchaser/s undertake/s to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 10th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Flat/Unit Purchaser/s shall indemnify and keep indemnified the Developers against the aforesaid taxes and other payment and expenses. The Developers shall be at liberty to enhance the said provisional monthly

contribution and the Flat/Unit Purchaser/s will not take any objection for the same. If, on account of the failure on the part of the Flat/Unit Purchaser/s to pay such provisional monthly contributions, and if the said authority or authorities concerned take 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 Flat/Unit Purchaser/s on account of such action.

23. The Flat/Unit Purchaser/s is/are aware that the Developers shall be paying the maintaince, municipal taxes and all the other outgoings in respect of the whole or part of the property for and on behalf of the Purchasers of the Flat/Unit and it shall be paramount responsibility and obligation of the Flat / Unit Purchaser/s to pay all the outgoings regularly. In the event of any default being committed by the Flat/Unit Purchaser/s herein or any of the Purchaser/s of any other Flat/Unit and in such event the Developers shall not be bound to pay the outgoings for and on behalf of such defaulting person/s and in the event of the essential supply being disconnected, it shall be the responsibility of the Flat/Unit Purchaser/s and all the Flat/Unit Purchasers together who shall be deemed to be managers under the provisions of the Maharashtra Ownership Flats Act., 1963 in respect of the Flat/Unit in respect of which possession has been given by the Developers.
24. Until the Property is transferred by the Developers/Owner to the Co-operative Society by the 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 or separate Societies and intimation of the same is received by the Flat/Unit Purchaser/s from the Developers regularly and punctually all contributions and other amounts to be paid by the Flat/Unit Purchaser/s to the Developers under this Agreement and the Flat/Unit Purchaser/s shall not withhold any such payment to the Developers. However, if the Developers in their absolute discretion so desire, they shall be entitled to entrust the management of the said property or portions thereof to the concerned Co-operative Society or to the ad-hoc committee for looking after maintenance and management only, including collection and disbursement of contributions from the Flat/Unit Purchaser/s of the Flat/Unit in the said buildings towards payment of outgoings and expenses referred to herein, then 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 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 that of the said Co-operative Society or the ad-hoc committee or the Purchaser/s as the case may be. In the event of the management being entrusted as provided hereinabove, the rights shall be to manage the said Flat/Unit and pay the outgoings, the same shall not affect the rights of the Developers provided under this Agreement, nor such an act on the part of the Developers shall be deemed to be a waiver of the rights of the Developers under this Agreement.

25. All the deposits payable to the Municipal Corporation of Greater Mumbai or any authorities or Reliance Energy Ltd., or permanent deposits in respect of the said Flat/Unit which become payable shall be paid or reimbursed to the Developers by the Flat / Unit Purchaser/s.
26. The Flat/Unit 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 development charges, betterment charges, sewerage charges, pro-rata costs, contributions, municipal taxes, property taxes, rates, cesses, charges, and/or other amounts in respect of the said property without raising any objections.
27. On or before taking possession of the said Flat/Unit, the Flat / Unit Purchaser/s agree/s to pay to the Developers the following amounts :
- (a) Rs. _____ Agreed legal expenses from the date of the Agreement till the possession of the Flat / Unit is given.
 - (b) Rs. _____ Agreed legal charges and other expenses for formation of the new Co-operative Housing Society and/or acquiring membership rights in such registered Co-operative Housing Society.
 - (c) Rs. _____ Reimbursement of the amount towards electric meter deposit water meter deposit and other connected expenses;
 - (d) Rs. _____ Towards Development charges paid or required to be paid.

Total Rs. _____

28. On or before taking possession of the said Flat/Unit, the Flat / Unit Purchaser/s agree/s to deposit with the Developers an amount of Rs. _____ (Rupees _____ only) without carrying any interest thereon, being proportionate share of payment of M.C.G.M. taxes, water taxes, common electric bills, outgoings as mentioned in Annexure-'H' hereto including payment to M.C.G.M. & Reliance Energy Ltd. for laying water lines and electric cables.
29. The Flat/Unit Purchaser/s agree/s to sign and deliver to the Developers before taking possession of the said Flat/Unit and also thereafter, all writings and papers as may be reasonably necessary and required by the Developers including possession letter, electric meter, transfer forms and other papers, necessary and expedient for acquiring membership rights in the Co-operative Housing Society to be registered as mentioned above.
30. The Developers shall cause the said Owner to convey the said property or portion thereof to the concerned Society of the purchasers of the various Flat/Unit to be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and require the Flat / Unit Purchaser/s to join the said Society only on the completion of the said project.
31. Upon all the purchasers of the Flat/Unit giving their co-operation and executing necessary papers/writings the Developers herein will co-operate with the Purchaser/s to form a Co-operative Housing Society and submit the same to concerned authorities, in accordance with prevailing law as the Developers may think fit and proper.
32. The said Sale Building (meant for open sale in the market) consisting of 'A' / 'B' / 'C' / 'D' Wings, named as '**UNIVERSAL PARADISE**' being constructed on the said property and this shall not be changed without the written consent of the Developers.
33. The Flat/Unit Purchaser/s of all Flat/Unit in the said buildings/structures, including the Flat/Unit Purchaser/s herein, shall apply and join in the Society, as the Developers may determine. The Flat/Unit Purchaser/s shall, within seven days from the Developers calling upon to do, execute all acts, deeds,

documents and papers for or in connection with the admission/formation and registration of the Society and also do hereby irrevocably accord his / her / their consent to the Developers for making additions and alterations in the application and all annexures or accompaniments for or in connection with the admission/formation and registration of the society, bye-laws or constitution or rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Flat / Unit 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 Flat / Unit Purchaser/s agree/s to be bound by the said additions and alterations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Developers may be affected, prejudiced and/or endangered in any manner or likely so to be. It is clearly understood and agreed that responsibility for the formation and registration of the said Society, shall be of the Flat/Unit Purchaser/s and other purchasers and not of the Developers, notwithstanding anything done by the Developers in that behalf. The Flat / Unit Purchaser/s further agree/s to pay admission fees and share subscription amount for becoming the member/s of the said Society and other incidental expenses.

34. The Developers shall have exclusive right over the unsold Flat/Unit etc. even after registration of the Society or even after execution of conveyance in favour of the Society. The Purchaser/s of such unsold Flat/Unit will be admitted to the Society without charging any premium except for the entrance fee and share money.
35. The Purchaser/s of all such Flat/Unit shall be admitted by the Co-operative Society as members of the Society that may be formed with the same rights and the same benefits and subject to the same obligations as those of the Flat/Unit Purchaser/s and other members of such Society or Association as the case may be, without any reservations or conditions. No transfer fees, premium or any other amount, save and except normal entrance fees, share money and other moneys paid by all purchasers at the time of formation, shall be charged from such purchaser/s.
36. Irrespective of disputes, if any, arising between the Developers and Purchaser/s and/or the said Co-operative Society, all amounts, contributions and deposits, including amounts payable by the Flat/Unit Purchaser/s to the

Developers under this Agreement, shall always be paid punctually by the Flat/Unit Purchaser/s to the Developers and shall not be withheld for any reason whatsoever.

37. If the Flat/Unit Purchaser/s neglect/s, omit/s or fail/s, for any reason whatsoever, to pay to the Developers any of the amounts due and payable by the Flat/Unit Purchaser/s under the terms and conditions of this Agreement including Purchaser/s proportionate share of outgoings as mentioned in **Annexure-H** hereto (whether before or after possession of Flat/Unit is taken) on their respective due dates and/or within the time herein specified or if the Flat/Unit Purchaser/s commit/s breach of any of the terms and conditions herein contained and contained in the documents herein referred to or prevents the Developers from exercising the Developers' rights as provided in this Agreement, then in that event, the Developers shall be entitled at their option to terminate this Agreement by giving one month's prior notice to the concerned Flat / Unit Purchaser/s. On such termination of this Agreement, the Developers shall be at liberty to dispose of and sell the said Flat / Unit to such person/s and at such price as the Developers may, in their absolute discretion, think fit and proper.
38. In the event of non-observance and non-performance of any of the provisions of this Agreement on the part of the Flat / Unit Purchaser/s, or if the Flat / Unit Purchaser/s in any other way default/s or fail/s to perform or observe any of the covenants and stipulations herein mentioned or mentioned in the documents herein referred to, this Agreement shall, at the option of the Developers, come to an end as provided herein and the Flat / Unit Purchaser/s shall not be entitled to take any objection or proceedings or make any claim in respect thereof.
39. The Flat / Unit Purchaser/s hereby agree/s to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further the Developers are not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates. If the Flat / Unit Purchaser/s make/s any default in making payment of any of the amounts payable under the terms of this Agreements on their respective due dates, without prejudice to the right of the Developers to treat such default as a breach of this Agreement and right of the Developers to terminate this Agreement, the Flat / Unit Purchaser/s shall be liable to pay to the

Developers interest @21% per annum on amounts due for the period of the delay in payment of such amount. The Developers shall in respect of any amount payable by the Flat / Unit Purchaser/s, under the terms and conditions of this Agreement, shall have a first lien and charge on the said Flat / Unit agreed to be acquired by the Flat / Unit Purchaser/s.

40. The Developers shall give possession of the said Flat / Unit to the Flat / Unit Purchaser/s only after the Flat / Unit Purchaser/s has / have paid to the Developers in full all the amounts and deposits that are payable under the terms and conditions of this Agreement and/or other additional or supplemental agreements.
41. The Flat / Unit Purchaser/s hereby agree/s and confirm/s that in the event of the Flat / Unit Purchaser/s insisting on observance and performance of any of the terms and conditions of this Agreements or for carrying out any requirements and the Developers unable or unwilling to comply with the same, irrespective of the nature of such requirements, requisitions or the obligations, then the Developers shall have an option to terminate this Agreement and pay back all the amount/s paid by the Flat / Unit Purchaser/s to the Developers as provided under the provisions of the Maharashtra Ownership Flats Act, 1963 and the Flat / Unit Purchaser/s shall not be entitled to insist upon and require the Flat / Unit Purchaser/s to comply with or discharge such requisitions, requirments and / or the obligations as the case may be.
42. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or any indulgence of giving time to the Flat / Unit Purchaser/s shall not be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreements by the Flat / Unit Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.
43. The Property shall be transferred by the Developers by causing the Owner to execute a Deed of Conveyance and in such document the Developers shall join as a Confirming Party transferring the said buildings. In the event of the transfer of the Property being effected earlier for any reason whatsoever, then in such case, all the rights of the Developers under this Agreement shall be in full force and binding upon the transferees and all its members

and such transfer shall always be deemed to be subject to the provisions of this Agreement and the transferee shall not have any better right than the right intended to be granted under this Agreement.

44. The Flat/Unit Purchaser/s hereby agree/s and give/s his/her/their consent that the Developers shall be entitled and at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title and interest in the said land, hereditament and premises and the building or buildings constructed and/or to be constructed thereon and T.D.R. pertaining to the said land provided the Developers do not in any way affect or prejudice the rights hereby granted in favour of the Flat / Unit Purchaser/s in respect of the said Flat agreed to be purchased by the Flat / Unit Purchaser/s.
45. The Flat / Unit Purchaser/s agree/s and undertake/s on demand, to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, matters, things, documents, letters, writings and papers as may be reasonably required by the Developers for future, better or more perfectly effectuating or preserving the right and interest of the Developers or for securing the due fulfillment of the provisions thereof.
46. All costs, charges and expenses in connection with the formation of the Co-operative Housing Society or Association and/or acquisition of Membership Rights in the said registered Society as well as the costs of preparing, engrossing, stamping and registering all the Agreement, including this Agreement, conveyance, transfer deeds or any other document or documents required to be executed by the said Owner and the Developers of the Flat / Unit 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 Flat / Unit Purchaser/s immediately on demand. The Flat / Unit Purchaser/s shall pay the professional fees in respect of the documents to be made and also in respect of the services rendered or to be rendered by the Developers' Advocates as provided in this clause. All costs, charges, stamp duty and penalties, if any, under Bombay Stamp Act, registration charges and other expenses of and incidental to this Agreement, shall be borne and paid by the Flat / Unit Purchaser/s only.
47. The Flat / Unit Purchaser/s hereby agree/s to bear and pay all the statutory

dues including sales tax, services tax, if any payable, dues under the Works Contract Act or any other statutory enactment and shall not hold the Developers liable or responsible for the same. The Flat / Unit Purchaser/s also agree/s and undertake/s to indemnify and keep indemnified the Developers against any losses, suits, claims, demands etc. which may arise due to such acts or enactment's.

48. The Flat / Unit Purchaser/s, after execution of this Agreement, shall at his/her/their own costs, lodge this Agreement within the time limit prescribed under the Registration Act, with the concerned Sub-Registrar of Assurances and forthwith and sufficiently in advance inform the Developers in writing, the appointed date, time and place, to enable them to admit the execution of the same.
49. All letters, receipts and/or notices to be issued by the Developers and to be served on the Flat / Unit Purchaser/s as contemplated by this Agreement or other law, shall be deemed to have been duly served, if sent to the Flat / Unit Purchaser/s by Registered Post AD. / Under Certificate of Posting at the address given by the Flat / Unit Purchaser/s, which is specified below :

: THE FIRST SCHEUDLE ABOVE REFERRED TO :

All that pieces or parcels of land bearing C.T.S. No. 1730, 1731 (Part) (now CTS Nos. 1731/A & 1731/B), 1732 (part), 1763 (part) and 1764 of Revenue Village Vile Parle, corresponding Final Plot Nos. 188-H, 188-G, 188-E, 188-F, 188-I, 188-B admeasuring in aggregate 3112.00 sq. meters or thereabout as per T.P.S. records of Town Planning Scheme No. V (Final) of Vile Parle, situate, lying and being at Nanda Patkar Road, Vile Parle (East), Mumbai 400 057 and bounded as follows :-

- On or towards North : Proposed 13.4 M. Wide 12th T.P./D. P. Road
- On or towards South : Lands bearing C.T.S. Nos. 1729, 1766,
Plot No. 209, Plot No. 210
- On or towards East : Land bearing C.T.S. No. 1763 (Part)
- On or towards West : Nanda Patkar Road.

: THE SECOND SCHEUDLE ABOVE REFERRED TO :

Common areas and facilities / limited common area and facilities.

The land on which the building is located, the foundations, columns, girders, beams, main walls, lobbies, stairways, lift, lift room, pump room, suction tank, septic tank, soak pit. It is further clarified that if open stilt portion, terrace, open space, parking space or any other covered areas is allocated to any Purchaser or any other person/s and maintained by him/her/them, then the said portion shall not be covered under the definition of 'common areas and facilities'

: THE THIRD SCHEDULE ABOVE REFERRED TO :

(The mode of payment of the Purchaser Price and other amounts to be paid by the Flat Purchaser/s of the Flat / Unit to the Developers)

- (1) Rs. _____ As earnest money on or before execution of this Agreement.
- (2) Rs. _____ On Commencement of Work.
- (3) Rs. _____ On Completion of Plinth.
- (4) Rs. _____ On Completion of 1st Slab.
- (5) Rs. _____ On Completion of 2nd Slab.
- (6) Rs. _____ On Completion of 3rd Slab.
- (7) Rs. _____ On Completion of 4th Slab.
- (8) Rs. _____ On Completion of 5th Slab.
- (9) Rs. _____ On Completion of 6th Slab.
- (10) Rs. _____ On Completion of 7th Slab.
- (11) Rs. _____ On Completion of 8th Slab.
- (12) Rs. _____ On Completion of 9th Slab.
- (13) Rs. _____ On Completion of 10th Slab.
- (14) Rs. _____ On Completion of 11th Slab.
- (14) Rs. _____ On Completion of Internal Wall of your Floor.
- (15) Rs. _____ On Completion of Internal Plaster of your Floor.
- (16) Rs. _____ On Completion of Flooring & Tiling of your Floor.
- (17) Rs. _____ On Electrical Work.
- (18) Rs. _____ Within seven days of the Developers intimating the Flat
/ Unit Purchaser/s that the said Flat / Unit is ready for
occupation or before the Flat / Unit Purchaser/s take/s
the possession of the said Flat / Unit whichever is
earlier.

Total Rs. _____/- (Rupees _____
_____ only)

PROVIDED FURTHER that the Flat / Unit Purchaser/s shall pay the last installment of the purchaser price within seven days from the receipt of the intimation from the Developers that the Flat / Unit agreed to be purchased by him/her/they is ready for possession and if the Flat / Unit Purchaser/s fail/s to make payments, the Developers shall be at liberty to exercise other rights as set out in the Agreement including the right to terminate this Agreement and sell the said Flat / Unit to any other person/s.

PROVIDED FURTHER that the certificate which may be issued by the Developers' Architect certifying that the work has commenced and/or respective work of the plinth / slabs etc. have been completed, shall be binding upon the Flat / Unit Purchaser/s and the payment of the installment shall be forthwith due and payable by the Flat / Unit Purchaser/s to the Developers.

IN WITNESS WHERE OF the parties hereto have set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED by the)
withinnamed DEVELOPERS)

M/S. A. SURTI DEVELOPERS PRIVATE LIMITED.)

in the presence of _____)

SIGNED, SEALED AND DELIVERED by the)
withinnamed FLAT / UNIT PURCHASER/S)

Mr./Mrs./Miss./Messres. _____)

in the presence of _____)

RECEIPT

RECEIVED of and from the FLAT/UNIT/SHOP PURCHASER/S

.....
.....
sum of Rs. _____ /-

Rupees _____ only.

by P.O/D.D./Cheque No. _____ Dated _____

Drawn on _____

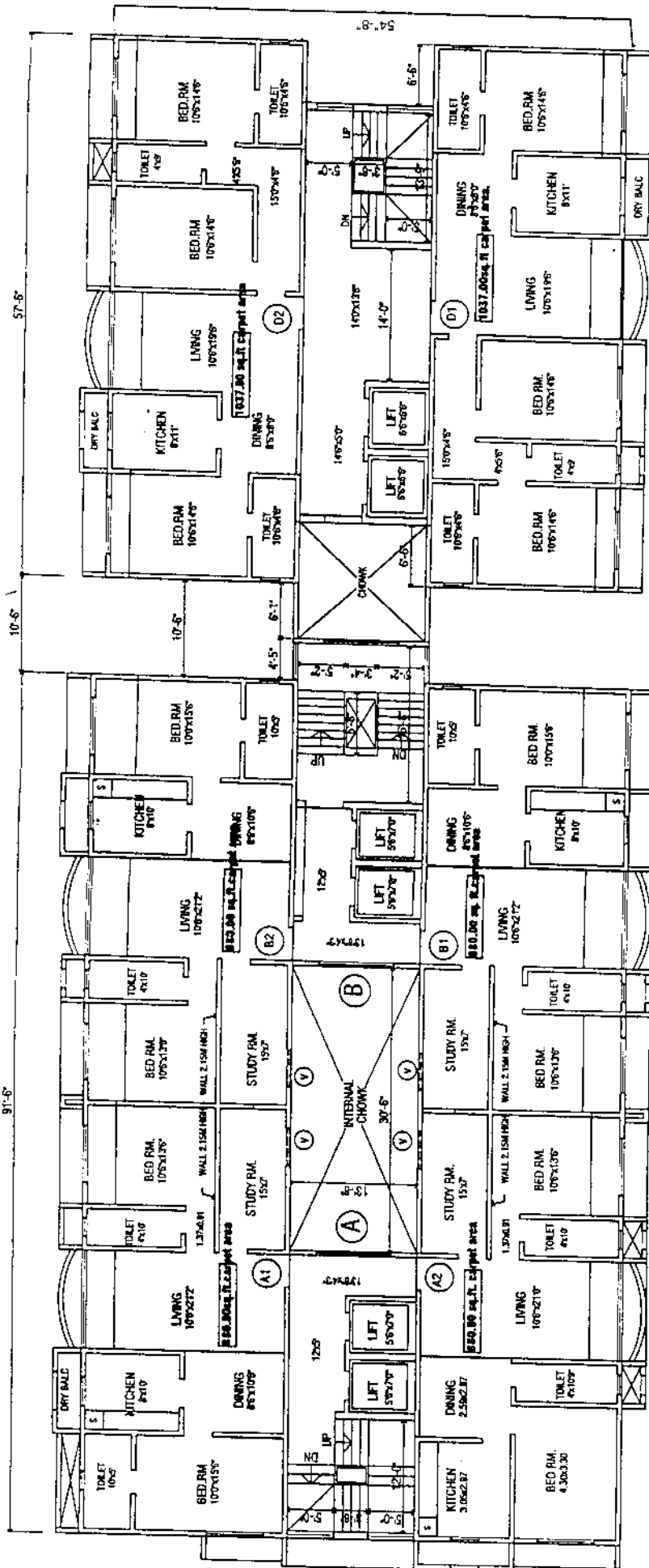
Bank as earnest money as withinmentioned.

Rs. _____ /-

WE SAY RECEIVED

For M/s. A. SURTI DEVELOPERS PRIVATE LIMITED

WITNESSES :



TYPICAL FLOOR PLAN SALE BLDG.- [A & B] 2 & 1/2-BHK

1ST TO 7TH & 9 & 10TH FLOOR PLAN

TYPICAL FLOOR PLAN SALE BLDG.- [D] 3-BHK

1ST TO 12TH FLOOR PLAN

WING A