

ALLOTMENT LETTER

To, _____

Date : _____

SUB :- LETTER OF ALLOTMENT

REF :- Allotment of Flat No. _____ in our project '**JALAN NIWAS**' situated at Village – Malad (South) Taluka – Borivali, Jakaria Road, Malad (West), Mumbai – 400 064.

Respected Sir,

We are pleased to inform you that we have reserved a flat for you, **Flat No.** _____, on ____st Floor, admeasuring to _____**sq.ft.** Carpet, in the proposed building to be known as "**JALAN NIWAS**", situated at C.T.S. No. 568, 568 (1 to 15), Village – Malad (South) Taluka – Borivali, Jakaria Road, Malad (West), Mumbai – 400 064 for the total consideration of Rs. _____/- (Rupees _____ Only). We confirm that we have received Rs. _____/- (Rupees _____ Only) as booking payment towards the same with following details.

Date	Cheque No.	Bank Name	Amount

You agrees that you shall pay the remaining amount of Sale Consideration of Rs. _____/- (Rupees _____ Only) agreed as per the payment Schedule.

For KARMVIR INTELLIGENT HOUSING PVT LTD.


Authorised Signatory



KARMVIR INTELLIGENT HOUSING PRIVATE LIMITED

Unit No. 608, 6th Floor, The Capital, Plot No. C-70,
G Block, A Wing, Behind ICICI Bank, Bandra-Kurla
Complex, Bandra (East), Mumbai - 400 051
Tel - +91 22 26527047 / 7048
Website: www.karmvirgroup.in
CIN NO: U70102MH2010PTC205219

This Allotment Letter shall not be treated as an Agreement for Sale. It shall be mandatory and binding on you, immediately after execution of Agreement for Sale between us this allotment letter shall automatically stand cancelled, shall have no effect and will be treated as null and void.

You shall NOT be permitted to transfer any of your right, title and interest and/or any other benefits in the said Flat nor create any third party rights without our prior written consent.

For, KARMVIR INTELLIGENT HOUSING PVT LTD,

Authorized Signatory.

For KARMVIR INTELLIGENT HOUSING PVT LTD.


Authorized Signatory

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Mumbai this ____ day of _____

BETWEEN

KARMVIR INTELLIGENT HOUSING PRIVATE LIMITED, a company registered under the Companies Act, 1956, having its principal address of Business at Unit No. 608, 6th Floor, The Capital, Plot No. C-70, G Block, A Wing, Behind ICICI Bank, BKC, Bandra- (E), Mumbai - 400051, hereinafter referred to as "**THE DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its administrators, successors in business and assigns) **OF THE ONE PART;**

AND

_____, an adult of Mumbai Indian Inhabitants having their address at _____ hereinafter called "**THE PURCHASER/S**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual include their respective heirs, executors, administrators and permitted assigns / in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member / in case of partnership firm the partners or partner as at present constituting the said firm the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the last survivor or survivors and in case of a limited company / corporate body its successors and permitted assigns) **OF THE OTHER PART;**

For KARMVIR INTELLIGENT HOUSING PVT LTD.


Authorised Signatory

WHEREAS:

- (A) Originally (1) Shri Ghanshyamdas Kishanlal Jalan, (2) Shri Murlidhar Kishanlal Jalan, (3) Shri Nandkishor Kishanlal Jalan and (4) Shri Tejpal Jugallal Jalan were the Trustees of the Trust known as **“Kishanlal Jalan Charity Trust”** (hereinafter referred to as **“the said Trust”**) were absolutely in seized and possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of free-hold land admeasuring about 1431 sq. yds. equivalent to 1200 sq. meters, bearing C.T.S. No. 568, 568 (1 to 15), together with four buildings standing thereon bearing ward and street no. P-3866(1A)-31, P-3863-31/1, P-3864-31/2 and P-3865-31/3 known as “Jalan Niwas A”, “Jalan Niwas B”, “Jalan Niwas C”, “Jalan Niwas D” in P/N Ward (previously P Ward) of Bombay Municipal Corporation at Jakaria Road, Malad (West), Mumbai – 400 064, Village – Malad (South) Taluka – Borivali (hereinafter referred to as **“the said Larger Property”**).
- (B) The said Shri Murlidhar Kishanlal Jalan being one of the Trustees of the said Trust made an application before the Charity Commissioner Maharashtra State as required u/s 36 (1) (4) of the Bombay Public Trust Act 1950, for permission to sell the said Larger Property and the said permission was granted by the Charity Commissioner Maharashtra State vide his order dated 20th December 1982 bearing no J/4/192/82/301.
- (C) Thereafter by a Deed of Conveyance Deed dated 31st December, 1983, duly stamped and registered with the office of Sub Registrar of Assurance bearing Registration No. S/13/1984 on 2nd January 1984 made and entered between the said (1) Shri Ghanshyamdas Kishanlal Jalan, (2) Shri Murlidhar Kishanlal Jalan, (3) Shri Nandkishor Kishanlal Jalan and (4) Shri Tejpal Juggilal Poddar, all being the Trustees of the Trust known as “Kishanlal Jalan Charity Trust” (therein referred to as the “Vendors”), of the One Part and Bhuralal Pannalal Jain, H.U.F. and Shankarlal Pannalal Jain HUF being the partners of M/s. Soni & Sons (therein referred to as the “Purchasers”), of the Other Part, the said Kishanlal Jalan Charity Trust sold, transferred, assured and conveyed the said Larger Property unto the M/s. Soni & Sons., for consideration and on the terms and conditions contained therein.
- (D) By an Deed of Dissolution dated 26th December, 1984 the above said partnership firm M/s. Soni & Sons was dissolved and the said Larger Property remained and continued with M/s. Soni & Sons through its

Proprietor Bhuralal Jain, as a Karta and HUF exclusively. Though the said Deed of Dissolution was not registered before the Registrar of Partnership Firm a subsequent declaration cum confirmation has been duly registered before the registrar of Firms. By a Declaration dated 17th May 1995 made by other members of the said Shankar P. Jain (HUF), pursuant to the said dissolution and settlement of the accounts the said Larger Property stood transferred in the name of Bhuralal Pannalal Jain (HUF) and have retain the name of the said M/s. Soni & Sons as a preparatory concerned.

- (E) Upon dissolution the said partnership firm then converted into proprietary concern of Bhuralal Pannalal Jain (HUF). The said Shankarlal Pannalal Jain (HUF) through its Karta Shri Shankarlal Pannalal Jain and his legal heirs and representative have transferred and relinquish all their right title and interest in respect of the said Larger Property in favour of the Bhuralal Pannalal Jain (HUF). Accordingly, the said Bhuralal Pannalal Jain (HUF) being the proprietor of M/s. Soni & Sons became the absolute and exclusive owner in respect of the said Larger Property and entries have been incorporated in all concerned authorities to that effect.
- (F) By a Deed of Conveyance dated 2nd March 2005 duly registered with the office of Sub-Registrar of Assurance under No. BDR-2/1111/2005 dated 2nd March 2005, the said Bhuralal Pannalal Jain being the Karta of Bhuralal Pannalal Jain H.U.F. sold, transferred and conveyed a portion of the said Larger Property admeasuring 66 sq. mtr to M/s Shanti Associates, for consideration and on the terms and conditions contained therein.
- (G) In aforesaid premises the said Bhuralal Pannalal Jain (H.U.F.) being the proprietor of M/s. Soni & Sons, seized and possessed of and have all right title and interest in respect of all those pieces and parcels of free-hold land admeasuring about 1356.252 sq. yds. equivalent to 1134 sq. meters, bearing C.T.S. No. 568 (1 to 15), together with four buildings standing thereon bearing ward and street no. P-3866(1A)-31, P-3863-31/1, P-3864-31/2 and P-3865-31/3 known as "Jalan Niwas A", "Jalan Niwas B", "Jalan Niwas C", "Jalan Niwas D" (**"the said existing buildings"**) in P/N Ward (previously "P" Ward) of Bombay Municipal Corporation at Jakaria Road, Malad (West) Mumbai – 400 064, Village – Malad (South) Taluka – Borivali and more particularly described in the **Schedule** hereunder written (hereinafter referred to as **"the said Property"**).

- (H) By a Development Agreement dated 27th October 2010, registered with the Sub Registrar of Assurances under serial no. BDR-5/01154/2011 on 8th February 2011, (hereinafter referred to as the **“Development Agreement”**) made between M/s Soni & Sons through its Proprietor Shri Bhuralal Pannalal Jain as the Karta of H.U.F. (therein referred to as “the Party of the First Part” or “the Owner”) on one hand and the Developers herein (there referred to as “the Party of the Second Part” or “the Developers”), on the other hand, whereby the said the said Bhuralal Pannalal Jain (H.U.F.) has interalia granted development rights to the Developers and to demolish the structures standing thereon and constructing a proposed new building/s on the said Property, for consideration and on certain terms and conditions as mentioned therein.
- (I) The said Bhuralal Pannalal Jain expired intestate on/or about 17th April 2012, surviving him (1) Manjulal Bhuralal Jain (Wife), (2) Vinod Bhuralal Jain (Son) (3) Hitesh Bhuralal Jain (son), (4) Priti Saurabh Seth (Daughter) 5) Chanda Bharat Salian, 6) Ripanshi B. Jain, 7) Sakshi B. Jain as his only legal heirs under the law by which he was governed at the time of his death.
- (J) Accordingly, the said Mr. Vinod Jain, being the eldest son and the male member of the Bhuralal Pannalal Jain, H.U.F. became the Karta and manager of Bhuralal Pannalal Jain, H.U.F, as the provisions of the Hindu law.
- (K) In these circumstances, the Developers are entitled to develop the said Property by utilising the full permissible Floor Space Index (FSI) in respect of the Property and also FSI by way of Transfer of Development Rights (TDR) and any other benefits available on the said Property and deal with the premises constructed therein in the manner it deems fit and proper.
- (L) The Municipal Corporation of Greater Mumbai (hereinafter referred to as **“the MCGM”**) has sanctioned plans for construction of the said Building to be constructed on the said Property and accordingly issued the Intimation of Disapproval (**“I.O.D.”**) dated 06th May 2004 bearing No. E.B./CE/8725 BS/A P in respect of the said Property. A copy of the IOD is annexed hereto and marked as **ANNEXURES “A”**.
- (M) The said Developers have got approved from the Municipal Corporation of Greater Mumbai for constructing a proposed new building/s to be constructed on the said Property. The said sanctioned plans have been

amended / revised from time to time and sanctioned. The MCGM has on 03rd September 2014 bearing No. CHE/8725/BP(WS)/AP, issued Commencement Certificate (**"C.C."**) in respect of the proposed building. A copy of the CC is annexed hereto and marked as **ANNEXURES "B"**.

- (N) Accordingly, for the purpose of development of the said Property, the Developers is interalia presently constructing on the said Property, one building being building, comprising of Ground floor and 7 (seven) upper floors on the said Property, for residential cum commercial premises, whereby Ground to Fourth floor shall be for commercial purpose and remaining upper floors shall be for residential purpose, with the annexe building consisting of 18 levels, exclusively for the parking of cars (i.e. the Mechanical Car Parkings in the Tower Parking) for Units/Premises/Shops/Flats Purchasers of the proposed new building, which parking shall be allotted by the Developers herein (hereinafter referred to the **"THE CAR PARKING SPACES"**) on the said Property, in accordance with the sanctioned plans and permissions and are entitled to sell on ownership basis, premises, garages, and other premises therein. The name of the said proposed building with the said Annexe building shall be **"JALAN NIWAS – KARMVIR PLAZA"** (hereinafter referred to the **"THE SAID BUILDING"**).
- (O) At the instructions of the Developers, M/s. Vijaykuar & Co., Advocates investigated the title of the Developers and right of Developers to construct building on the said Property and sell premises therein, and they have vide their Title Certificate dated 28th December 2011, certified that the Developer's has clear and marketable title to the said Property and that the Developers is authorised and entitled to develop the said Property. A copy of the said Title Certificate is also annexed hereto and marked as **ANNEXURE "C"**.
- (P) The Developers has entered into a prescribed Agreement with the Architect registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the building with the annexe building to be constructed on the said Property and the Purchaser/s accepts the professional supervision of the said Architect and the said Structural Engineers till completion of the said Building.
- (Q) A copy of the property register cards in respect of the said Property are annexed hereto and marked as **ANNEXURES "D"**.

- (R) In these circumstances, the Developers are in process of constructing the building with the annexe building on the said Property and are selling on ownership basis, premises, offices, flats open / Mechanical car parking space and other premises from the Developers Area in the said buildings.
- (S) Further buildings/wings may be constructed on the Property by utilising balance F.S.I. in respect of Property or any other F.S.I. which may be available in respect of the said property or otherwise as also by utilising T.D.R. as may be permitted in law for construction on the Property or any part thereof. The Developers alone shall be entitled to the same.
- (T) There is an electric substation constructed by Reliance Energy on a portion of the said Property.
- (U) The Developers as aforesaid may be constructing more than one building/s with the annexe building on the Property. Similarly conveyance / leases will be granted in respect of other bldgs., to be constructed on the Property. It is made clear that the Developers may grant conveyance / the assignment of lease of the said Property in favour of organisation that may be formed in respect of bldg, on the said Property at their own discretion and in such case a separate document will be executed between all such society for having common use, enjoyment maintenance thereof as also regarding responsibilities therefore.
- (V) The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Developers and the Purchaser/s has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Developers on the said Property may take a very long time, therefore the Developers may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Purchaser/s has no objection to the Developers making such amendments Before entering into this Agreement, the Sellers have put the buyer to the Notice of the aforesaid facts and the Purchaser hereby accord his informed consent for the same.;
- (W) The Purchaser/s demanded from the Developers and the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said property including the true copy of the plans, designs and specifications prepared by the Developers' Architect and of such other documents as are specified under the Maharashtra Ownership Flats

(Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963, (hereinafter referred to as "the said Act") and the rules made thereunder and the Purchaser/s confirm having seen, perused, verified and understood the said documents, writing etc., fully and have thereafter agreed to enter into this Agreement with the full knowledge thereof realising that this Agreement is subject to the terms and conditions contained in the above mentioned documents.

- (X) The Flat Purchaser/s applied to the Developers for allotment of the **Unit / Flat No. ____** on the ____ floor, in the proposed sale building/s to be constructed and to be known as "**JALAN NIWAS-KARMVIR PLAZA**" on the said property (the said flat and parking space, if any, are hereinafter jointly referred to as "**the said premises/office/s/ flat/s**").
- (Y) This Agreement is in respect of the sale of the unit / premises / flat in the building Jalan Niwas-Karmvir Plaza and if allotted by the Developer, a vehicle parking/s in the Annexe building, if any, then in respect thereof.
- (Z) Prior to the execution of these presents, the Purchaser/s has/have paid to the Developers a sum of **Rs. _____** being part payment of the sale price of the said flat agreed to be sold by the Developers to the Purchaser/s as earnest money (the payment and receipt whereof the Developers do hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Developers the balance of the sale price in the manner hereinafter appearing.
- (ZZ) Under section 4 of the said M.O.F. Act, the Developers are required to execute a written Agreement for Sale of the said flat to the Purchaser/s being in fact, these presents and it is also required that the said agreement be registered under the Registration Act and which the Purchaser/s have agreed to lodge for registration with the jurisdictional registering authority and inform the Developers to enable them to admit the execution within statutory period mentioned under section 23 and 25 of the Registration Act,1908.
- (ZZZ) Hereinafter for the sake of brevity, the term Purchaser/s shall be referred to as "the Purchaser/s" and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Schedule I to the Bombay Stamp Act, 1958;

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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of operative part of this Agreement and shall be read accordingly.
2. The Developers are as aforesaid constructing building "JALAN NIWAS-KARMVIR PLAZA" and shall construct the said building alongwith one Annxe building for parking vehicles on the said property in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned authority or the concerned local authority or the Government to be made in them or any of them. The Purchasers hereby expressly consent to the Developers re-designing any building or buildings or the recreation area or internal road and passages and such other area or areas which the Developers may desire to realign and redesign. If the building, in which the Purchasers have agreed to acquire the premises, are completed earlier than other Buildings on the said Property, the Purchasers confirms that the Developers then will be entitled to utilise any F.S.I. whether T.D.R. or any other benefits or otherwise, which may be available on the said property, the said entire property or any part thereof or any adjoining property or properties as the case may be, written. Till the construction of the building "JALAN NIWAS-KARMVIR PLAZA", is completed and the F.S.I. and/or T.D.R. and/or the any other benefits available on the said property is fully utilised by the Developers and the amount or amounts receivable by the Developers and all the obligations, required to be carried out by the Purchasers herein and the other purchasers of premises from the said Developers, are fulfilled, the Developers shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or condominium of Apartment Owners, as the case may be. The Purchasers agree and irrevocably consent not to raise any demand or dispute or objection in that behalf.
3. The Purchaser/s has/have prior to the execution of this agreement satisfied themselves about the title of the Developers to the said property and they shall not be entitled, to further investigate the title of the Developers and no requisitions or objection shall be raised on any matter relating to the title by the Purchaser/s after execution of this agreement.

4. The Purchaser/s hereby agrees/agree to purchase from the Developers and the Developers hereby agree to sell to the Purchaser/s **Unit No.** _____, admeasuring _____ sq.ft. carpet area, inclusive of full area of balconies, etc. if any, on the _____ floor, of the proposed building to be known as “**JALAN NIWAS-KARMVIR PLAZA**” delineated in RED colour boundary line on the floor plan thereof hereto annexed and marked as **ANNEXURE “E”**, together with an exclusive right to use a car parking in the Annexe building being the common area (hereinafter the said flat and Mechanical parking space are jointly referred to as "**the said Premises**"), for the price of Rs. _____ (Rupees _____ only) being the proportionate price of the common areas and facilities appurtenant to the said premises, extent and description of the common/limited common areas and facilities are shown on the plan annexed hereto. The Purchaser/s has paid to the Developers on or before the execution of this agreement a sum of Rs. _____/- (Rupees _____ only) as and by the way of earnest money and hereby agrees by pay to the Developers the balance amount of Rs. _____/- (Rupees _____ only) in the following manner:

Booking Amount	
CC	
Foundation	
Plinth Completion	
___ Slab (_____each slab * __)	
Brickwork	
Internal plaster	
Internal Tiling	
External Plaster	
External Painting	
Possession	
Total	

5. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the **Essence Of The Contract**. The said Consideration is derived on the

basis that (a) the Developers shall be entitled to utilise the entire unconsumed and residual Floor Space Index (F.S.I.), if any in respect of the said Property, and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable of Development Rights and/or floating FSI) before the formation of the Society and even post formation of the Society and even after the execution of the Deed of Conveyance and/or deemed conveyance and/or after the statutory vesting of the said Property in favour of the Society or federation of societies or apex society and (b) the Purchaser has accorded his irrevocable consent to the Developers whereby the Developers shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property, Layout Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Developer may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Society and even post formation of the Society and even after the execution of the Deed of Conveyance and/or deemed conveyance and/or after the statutory vesting of the said Property in favour of the Society. All the above respective payments shall be made within seven days of him/her/them/it to make payment of the same. The Developers will send such notice under certificate of posting at the address mentioned hereinafter to the Purchaser/s and such posting will be sufficient discharge to the Developers. The Purchaser/s shall make all payments of the consideration amount due and payable to the Developers through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "KARMVIR INTELLIGENT HOUSING PRIVATE LIMITED".

6. In accordance with the provisions of Income Tax Act the Purchaser/s is/are under obligation to deduct the TDS of 1% of the consideration amount and the Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within 7 (Seven) days of such payment obtain and furnish the required Challan / Certificate to the Sellers. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Sellers by reason of non-deposit of such

amount in the Government Treasury and/or upon the failure to furnish the Challan / TDS Certificate evidencing such payment to the Sellers.

7. Without prejudice to the Developers' rights, under this agreement and/or in law, the Developers shall be entitled to claim and the Purchaser/s shall be liable to pay to the Developers interest at the rate of 24 % per annum or at such rate as Developers may agree on all such amounts which may become due and payable by the Purchaser/s under the terms of this agreement and remain unpaid for seven days or more after becoming due. In addition to the aforesaid installments, the Purchaser/s shall simultaneously therewith also be liable to bear and pay VAT and Service Tax and/or other taxes on the said installments as may be applicable.
8. The Purchaser/s is/are aware that the Government of Maharashtra has announced the amendment to Maharashtra Value Added Tax Act, 2002, making the said Act applicable to sale transaction contemplated herein by levying 1% Value Added Tax on the contract price of flats mentioned in the Agreement for Sale registered after 1st April, 2010. In compliance of the aforesaid, the Purchaser/s hereby agrees to furnish to the Developer a Demand draft / Pay order of Rs. _____/- (Rupees _____ Only) being 1% on the said purchase price and/or any additional amount (due to enhancement in the percentage of Value Added Tax by Government of Maharashtra on the said purchase price) as the case may be, in favour of the prescribed authority being the amount payable towards Value Added Tax when demanded by the Sellers.
9. The Purchaser/s is/ are aware that in addition to aforesaid amounts as per present statute, Service Tax/ GST are leviable /applicable on the sale consideration payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Developers in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the applicable Service Tax/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. The Developers shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of Service Tax/GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Developers hereunder if such payment is not accompanied with the applicable Service Tax/GST. Provided further that

if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Developers in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Purchaser/s shall be liable to pay the same with interest of 24% p.a. before taking possession of the said unit / premises. In case the said taxes are not paid by the Purchaser/s on or before taking possession of the said Unit/Premises and/or the said parking space, as the case may be, then in that event, the Purchaser/s hereby irrevocably authorizes the Developers, and the Developers shall be entitled, to adjust the unutilized amounts from and out of the amounts mentioned hereinabove towards the said taxes payable by the Purchaser/s. In the event the said unutilized amounts are not sufficient to pay the entire said taxes payable by the Purchaser/s or the Developers do not adjust the said unutilized amount for payment of the taxes payable by the Purchaser/s, then in that event, the Purchaser shall forthwith on demand pay to the Developers the amount payable by the Purchaser/s in order to enable the Developers to pay the same to the concerned authorities. The Purchaser/s confirms that adjustment by the Developers of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Purchaser/s from making payments to the Developers to meet the short fall in or the further amounts payable by the Purchaser/s and the Purchaser/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Developers). The Purchaser/s hereby indemnifies and agrees to keep the Developers indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Developers on account of the Purchaser/s failing to pay to the Developers on demand the amount payable by the Purchaser/s towards the said taxes as provided hereinabove.

10. The Purchaser shall pay an amount of Rs. _____/- (Rupees _____ Only) towards the VAT charges at the time of execution of this Agreement and **3.71**% towards the Service Tax shall be payable alongwith the payments of each installments.

11. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoing) and/or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developers shall be entitled to at Developers' own option, to terminate this agreement in which event the consequences hereinafter set out shall follow:
- (a) the Purchaser/s shall cease to have any right or interest in the said Premises or any part thereof;
 - (b) the Developers shall be entitled to sell and transfer the said Premises at such price and on the terms and conditions to such other person or party as the Developers may in its absolute discretion deem fit, without any recourse to Purchaser;
 - (c) on the realization of the entire sale consideration on resale from the new prospective Purchaser/s towards the said Premises, the Developers shall refund to the Purchaser/s the amount paid till then by the Purchaser/s to the Developers without any interest in pursuance of this Agreement after deducting therefrom:
 - (i) 20% of the purchase price of the said Premises i.e. the earnest money (which is to stand forfeited by the Developers);
 - (ii) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Premises upto the date of termination of this Agreement;
 - (iii) the amount of interest payable by the Purchaser/s to the Developers in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
 - (iv) in the event of the said resale price being less than the purchaser price mentioned herein, the amount of such deficit.
 - (d) The Developers shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser/s. The Developers shall not be liable to pay to the Purchaser/s any interest,

compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. The amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. The Purchaser/s agree that receipt of the said refund by cheque from the Developers by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accept/s or encash/s the cheque or not, will amount to the said refund.

PROVIDED always that the power of termination herein before contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within fifteen days after receiving of such notice.

PROVIDED that if the Developers does not receive any such reply or response from the Purchaser/s to comply with the terms mentioned in this clause in that case it is deemed to be considered that the Purchaser/s have constructive notice of the same and in that case the agreement entered by the Purchaser/s will be terminated and it shall have no force of law.

12. The fixtures, fittings and amenities to be provided by the Developers in the said building and in the premises are those as described in the **ANNEXURE "F"** annexed hereto.
13. Commencing a week after notice in writing is given by the Developers to the Purchaser/s that the said premises is ready for use and occupation irrespective of whether the possession of the premises is taken or not in accordance with this agreement, the Purchaser/s as and when called upon by the Developer and/or society and/or any body of individuals shall be liable to bear and pay an amount being a lump sum amount towards the proportionate share (i.e. in proportion to the floor area of the flat) of outgoing in respect of the said property and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs,

and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / building/s. Until the said society / limited company is formed and the said property and buildings are transferred to it, the Developers shall use the all amounts for the outgoings as may be determined from time to time. The Purchaser/s further agree/s and undertake/s to pay to the Co-op. Society/Company any additional amount demanded over and above the aforesaid corpus amount towards the outgoings, as and when required, without any demure and protest. The amounts so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers till the necessary transfer deed is executed in respect of the underneath land favour of the society or a limited company, subject to provision 6 of the said M.O.F. Act, on such transfer deed being executed, the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Developers to the society or limited company as the case may be deductions to be made, if any.

14. The Purchaser/s shall on execution of this agreement and prior to taking possession of the premises, deposit with the Developers following sums of money in addition to any other amounts mentioned in this agreement:
- (i) Rs.30,000/- (Rupees Thirty Thousand only) for meeting all legal cost, charges and expenses including professional cost of attorney at law, advocates and solicitors of the Developers in connection with the cost of preparing and engrossing this agreement.
 - (ii) Rs.600/- (Rupees Six Hundred only) whereby a sum of Rs.500/- (Rupees Five Hundred Only) for share money of 10 shares of Rs.50/- (Rupees fifty only) each and Rs. 100/- (Rupees One hundred only) towards entrance fee of the proposed co-operative housing society or limited company.
 - (iii) Rs.30,000/- (Rupees Thirty Thousand only) towards the deposit to meet the legal expenses and other out of pocket expenses/expenditure for formation and registration of the society.
 - (iv) Rs.75,000/- (Rupees Seventy Five Thousand only) as security deposit for due performance of this agreement which will include the deposits payable to the concerned local authority or government for giving water, electricity or any other service connection to the building in which the premises is situated. The

balance of such deposits, if any, will be transferred to the society in the account of the Purchaser/s and if this deposit amount is found short, the Purchaser/s agrees to pay such further amount as may be required by the Developers.

- (v) Rs.45,000/- (Rupees Forty Five Thousand only) towards deposit for water meter and electric meter and costs of electric substation and cables.
 - (vi) Rs.20,000/- (Rupees Twenty Thousand Only) towards proportionate share of development charges, taxes, etc.
 - (vii) Rs.25,000/- (Rupees Twenty Thousand Only) towards Pipe Gas Connection Charges , if gas pipe line is installed.
15. The Developers shall utilise the sum of Rs.30,000/- (Rupees Thirty Thousand only) as mentioned in Clause 14 (iii) paid by Purchaser/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Developers in connection with formation of the said society or limited company as the case may be preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement, and the deed of assignment of lease.
16. The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/s as deposit, sums received on account of the share capital, for the formation of the co-operative society or a limited company or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.
17. The Purchaser/s agrees and undertakes to pay all the amounts payable under this agreement as and when called upon by the Developers and the Developers are not bound to give any notice and the absence thereof shall not be admitted as an excuse for non payments of any amount/s on the due dates. The Purchaser/s further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this agreement and to keep the Developers indemnified against the said payments and observance and performance of the said terms, conditions and covenants to be observed and performed by the Purchaser/s under this agreement.

18. The Purchaser/s shall pay stamp duty and registration charges payable, if any, by the said society or limited company, on the conveyance/lease or any document or instrument of transfer in respect of the said property and/or any part thereof and the said building to be executed in favour of the society or limited company. The Developers will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.
19. The Developers shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold flats/shop/garages/office/parking space. The Developers will bear the local body assessment, if any payable and nothing else till all such unsold flats etc. are sold.
20. The said premises as stated in clause 4 above, admeasures about 625.60 sq.ft., (carpet area) which carpet area includes the area of the balcony and other utility areas. The Purchaser/s has been specifically informed that apart from the said Carpet Area, the said premises enjoys certain further areas such as niches. The Carpet Area as stated in clause 4 above, together with the area niches, dry balcony, etc. is hereinafter called the "Usable Carpet Area". The Purchaser/s is further provided with certain common areas such as vehicle parking floors, passages, lift well, staircase, entrance lobby, etc., as part of the building for the use of flat purchaser/s.
21. The Developers has represented that the open space and vehicle parking tower, form part and parcel of the common areas which are common to all the Purchasers. The Purchasers etc. have been proportionately charged for this common areas with specific right to park cars in an open area/ stilt / podium levels and which area has been sanctioned by the corporation for parking vehicles. The Purchaser is also aware that the Developers have already allotted to some other Purchasers the exclusive right to park cars in the open space passed for parking vehicles, Mechanical parking floors areas shown in the plan hereto. A list of such exclusive rights which has already been given to the purchasers and the Purchaser herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society in

the meeting of the society, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park car as aforesaid are both inheritable and transferable and will stand attached to the said premises and the same shall not be transferred by the purchasers otherwise than with the transfer of the said premises. The purchaser agrees and undertakes to support any further exclusive rights to park that may be created by the Developers herein in favour of the Purchasers which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the Society or otherwise in any other meeting. The Purchaser is including by circular resolution aware that specifically relying on the aforesaid assurances and undertakings, the Purchaser is specifically granted exclusive rights to park as stated herein.

22. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Purchasers and the Purchaser would be deemed to have assented to any resolution put up by the Society or Managing Committee referred to hereinabove.
23. The Purchaser is informed that the cost of proportionate common areas has been charged to the Purchaser. The Purchaser has prior to the execution of this Agreement, satisfied himself as to the measurements of the Carpet Area and the Proportionate area of Common Areas.
24. The Developers hereby declare that If there is any increase in floor space index available in respect of the said property, the Developers alone shall be entitled to utilise such additional floor space index by constructing additional floor/s on the said building as may be approved by the local authority or Government of Maharashtra or other competent authority. The residual F.S.I. if any, in the said property available but not sanctioned will be available to the Developers till the registration of the society as well as the transfer of the said property and building and the Developers will be entitled to utilize the same by constructing on the said property even after the transfer of the said property and building to the ultimate body of Purchasers.
25. In view of the Development Control Regulations 1991, it is possible for the Developers to acquire certificate/s of Development Right of other

properties (commonly known as TDR) and to make additional construction on the said property by utilising such Development Rights. Such additional, structures, or floors, shall be the property of the Developers and the Developers will be entitled to dispose off the same in any manner as Developers may deem fit without adversely affecting the premises of the Purchaser/s.

26. If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority the Developers shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the society or limited company is formed and registered and the said property and building is transferred. The Developers shall be entitled to use any additional F.S.I. or additional constructions that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighbouring property. Such additional structures and storey's will be the sole property of the Developers who will be entitled to dispose off the same in any way the Developers choose and the Purchaser/s hereby irrevocably consent to the same. The Purchaser/s shall not be entitled to raise any objection or claim any abatement in price of the premises agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.
27. It is agreed by and between the parties that if the permitted floor space index or density though available but not sanctioned at the time the society or the limited company is formed or registered and the said property along with the building property is transferred, then, the Developers will have the absolute rights to put up additional construction and storey's and/or consume such balance and/or available floor space index of the said property by constructing further on the said property even after the registration of the society or company and transfer of the property.
28. Till the time, the society or limited company, is formed and registered and deed of transfer / assignment in respect of the said property or part thereof and the building is executed the Developers will be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the

plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I. in respect of the said property that may be available but not sanctioned even after registration of the society and transfer of the said property to the name of the said society. Such addition, structures, or floors, shall be the property of the Developers and the Developers will be entitled to dispose off the same in any manner as Developers may deem fit without adversely affecting the flat of the Purchaser/s even after transfer of the said property.

29. The Purchaser/s agree/s and undertake/s to permit and give the Developers all facilities for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited company is formed and registered and the said property and the said building or part thereof is transferred to the society and the work mentioned in clause 24 to 28 above is completed in full and possession of such flats etc., are handed over to the respective Purchaser/s of such premises etc. The Purchaser/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
30. The Purchasers shall not be entitled to any rebate and/or concession in the price at his/her/their flat/premises on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for disk Antenna/Satellite transmission facilities put up on the said property and/or the said building.
31. The Developers hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Purchaser/s, obtain from the concerned local authority, occupation and/or completion certificate in respect of the said building.
32. The Developers hereby agree that they shall, before handing over possession of the premises to the Purchaser/s and in any event before execution of a assignment of lease/sub-lease/lease of the said property or portion thereof in favour of a body to be formed by the Purchaser/s of

flats/shops/garages in the building to be constructed on the said property (hereinafter referred to as "the Society" / "the Limited Company/condominium"), make full and true disclosure of the nature of his title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property, and shall as far as practicable, ensure that the said property is free from all encumbrances and that the Vendor/Lessors/Owner/ the Developers has/have absolute, clear and marketable title to the said property so as to enable them to convey/lease to the said Society / Limited Company / condominium such absolute, clear and marketable title on the execution of a conveyance/lease/assignment of lease of the said property in favour of the said Society/Limited Company/condominium.

33. The Developers shall be entitled to enter into agreements with other Purchaser/s on such terms and conditions of the agreements as the Developers may deem fit without affecting or prejudicing the rights of the Purchaser/s in the unit/flat/premises under this agreement.
34. The Developers at its risk and responsibility may avail from banks/ financial institutions, loan / financial assistance for development and construction of the proposed new Buildings on the said Property in which the said Premises is situated and as a security for the payment thereof it may, create security on the development rights in respect of the said Buildings to be constructed on the said Property together with units/premises/offices/flats in the said Buildings but without affecting in anywise or encumbering the said Premises. The Developers hereby represent that the said Premises has not been mortgaged with any bank or financial institution.
35. (i) Upon completion of the entire redevelopment of the said Property and sale of all the offices/units in the said building and subject to the Purchaser/s having made payment of the entire consideration including all dues, outgoings to be paid hereunder, the Developers shall form a one or more composite Society/Limited Company/Condominium or any other association (hereinafter referred to as "**the Common Organization/s**") of all the purchasers/occupants of the said building/s and the Developers to cause the Owners to execute conveyance / Lease in respect of the said Building in favour of such Common Organization.

- (ii) The Purchaser/s alongwith other purchasers of units, offices, flats and other premises in the Building and/or allottees in the proposed Buildings shall join in forming and registering the Common Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Common Organization and for becoming a member, including the bye-laws/Memorandum & Articles of Association of the proposed Common Organization and duly fill in, sign and return to the Developers within ten days of the same being forwarded by the Developers to the Purchaser/s', so as to enable the Developers to register the organization of the Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the said Act. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of the Common Organization, as may be required by the Registrar of Co-operative Societies/ Registrar of Companies, as the case may be, or any other Competent Authority.
- (iii) It is agreed by and between the Developers and the Purchaser/s that the Developers shall, within a period of four months of the formation and registration of the society or limited company as aforesaid and on receipt of the occupation / completion certificate of all building or buildings on the said property and after completing sale of all flats, units, premises, etc. and receipt of entire consideration in respect of sale of all flats, units, premises, etc. cause to be transferred to the society or limited company, all the rights, title and interest of the said property together with the building/s subject to the sale and/or allotment of garage, stilt parking, parking space, open space etc. by executing and/or by causing the execution of the necessary lease/sub lease of the said property to the extent as may be permitted in favour of such society or limited company and transfer of the building, as the case may be and such lease / transfer shall be in keeping with the terms and provisions of this agreement is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units and other premises including car parking spaces in the said building shall at all times, including after the formation and registration of the

Common Organization and/or after the conveyance / lease of the said Property and the said building in favour of the Common Organization, be and remain the absolute property of the Developers, and the Developers shall become members of the Common Organization in respect thereof, and the Developers shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Common Organization shall object to or dispute the same. On the Developers as the case may be intimating to the Common Organization the name or names of the purchaser/s or acquirer/s of such unsold units, premises, etc., the Common Organization shall forthwith accept and admit such purchasers and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Developers be shall not be liable to pay maintenance charges for the unsold units to the Common Organization save and except the municipal taxes with effect from receipt of occupation/ completion certificate.

36. The Developers hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over physical possession of the said Premises to the Purchaser/s, obtain from the concerned local authority occupation certificate in respect of the said Premises. Thereafter the same shall be complied and performed by the Purchaser/s.
37. The Developers shall give possession of the said Premises to the Purchaser/s after completion of the proposed building/s and on obtaining necessary Occupation Certificate in respect thereof and upon receipt of the entire consideration with a further grace period of 2 (two) months. If the Developers fail or neglect to give possession of the said Premises to the Purchaser/s on the aforesaid date and/or on such date as may be extended by mutual consent then the Purchaser/s shall have the option to

terminate this Agreement after giving 15 days notice in writing, whereupon the Developers shall be liable on demand to refund to the Purchaser/s amounts already received by them in respect of the said Premises alongwith simple interest @ 9% per annum from the date of the receipt of the respective amounts by the Developers till payment. It is agreed that upon the termination of this Agreement by the Purchaser/s, the claim of the Purchaser/s shall be restricted to refund of monies paid with simple interest @ 9% p.a. thereon and that the Purchaser/s shall not be entitled to claim for loss and/or damages and/or mental trauma or otherwise howsoever till the entire amount alongwith interest thereon is refunded by the Developers to the Purchaser/s the same shall subject to prior encumbrance if any, be a charge on the said Premises but only to the extent of the amount so due to the Purchaser/s. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Purchaser/s under this Agreement. The Purchaser/s agrees that receipt of the said refund by cheque from the Developers by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accepts or encashes the cheque or not, will amount to the said refund.

38. The Developers shall be entitled for reasonable extension of time for handing over the possession of the said Premises, as stated in Clause 37 hereinabove, if the completion of the said free sale building in which the said Premises is situated is delayed on account of
- (i) non-availability of steel, cement, other building material, water or electric supply for a period of not more than six months.
 - (ii) War, Civil Commotion, Riots or Act of God;
 - (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority.
 - (iv) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
 - (v) on account of delay in issue of the Occupation Certificate, and/or any other Certificate/permission/approval as may be required in respect of the said free sale building by the said local authority or
 - (vi) delay in grant of any NOC / permission / licence / connection for installation of any services, such as lifts, electricity and water connections and meters to the project / flat / road or completion certificate from appropriate authority for which such delay shall be condone by not be more than six months;
 - (vii) any other concerned authority not due to any default on the part of the Developers herein or any cause beyond the control of the

Developers or any other reasonable cause or and that the Purchaser/s hereby agrees to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Developers as per the provisions of section 8 of the MOFA

(viii) Any stay, injunction or other order of any court, tribunal or authority.

39. The Purchaser/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building from the date of possession in respect of the said Premises. The common expenses in respect of the said Property, shall be shared by the purchasers of units and other premises of the said building in proportion of their respective area.
40. The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days of the Developers giving written notice to the Purchaser/s intimating that the said Premises are ready for use and occupation. Provided that if within a period of 1 (one) year from the date of handing over the said Premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developers any defect in the said Premises or the said building in which the said Premises is situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes shall be rectified by the Developers at the Developers' own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defect or change. However, if the Purchaser/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Premises or any part thereof in the said Premises and/or the said free sale building, the liability of the Developers shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at their own cost/s.
41. It is hereby expressly clarified, agreed and understood between the parties hereto that:
- (a) The Developers hereby declare that they are entitled to use the available FSI and T.D.R., for construction of the building on the said Property;

- (b) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said building to be constructed on the said building on the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available till execution of the vesting document in respect of the said buildings as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Developers, free of all costs, charges and payments, and neither the Purchaser/s herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (c) The Developers, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Developers may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Developers shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Developers may deem fit and proper.
- (d) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said building. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Developers in future at any stage and/or time in terms of this Clause. The Purchaser/s will not have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;

- (e) All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Developers, and neither the Purchaser/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Developers shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Purchaser/s nor the Common Organization shall raise any dispute or objection thereto and the Purchaser/s hereby grants his/her/their irrevocable consent to the same;
- (f) The Common Organization shall admit as its members all purchaser's of such new and additional units/premises/ tenements whenever constructed on the said building.
- (g) The Purchaser/s shall not at any time hereafter raise any objection of dispute on any ground whatsoever to the provisions of this agreement or to the Developers exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the purchaser price due to the same nor shall they claim any compensation or damages from the Developers due to the same on any ground whatsoever;
- (h) It is agreed and understood that at any time before the execution of the lease of the said Property in favour of the Common Organisation of both the buildings each having two wings each of the proposed new building known as "Jalan Niwas-Karmvir Plaza", the Developers shall be entitled to amalgamate the said free sale plot with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said property in accordance therewith. The Purchaser/s shall not raise any objection to or dispute such amalgamation of the said Property of land by the Developers; and
- (i) The Developers shall be entitled to grant any Right of Way or license of any right through, over or under the said property to

any person or party including occupant, purchaser or person entitled to any area or areas in any building(s) which may be construction by the Developers on the said property or any other adjoining property or properties to the said property or to any other person as the Developers may desire or deem fit.

- (j) The Developers shall be entitled to revise the boundary or area of the layout in respect of the said property and to submit any revised layout or amended building plans for the purpose of revision of the layout in respect of the said property as the Developers may desire or deem fit from time to time.
- (k) The Developers shall be entitled to take benefit of any approval of development rights which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Purchaser/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- (l) The Developers hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Developers may desire. The said right shall continue to subsist even after the execution of lease or assignment in favour of the estate or common organization to be formed by the Unit / Premises / Flat Purchaser. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Developers. The Developers shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Business office purchaser will not object to the same for any reason whatsoever and shall allow the Developers, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Developers shall be entitled to transfer or assign such right to any person or persons

who they may deem fit and the Business/ office purchaser or the estate or common organization to be formed by the Business office purchaser shall not raise any objection thereto.

(m) The Purchaser is aware that the Developers or the Maintenance Agency nominated by the Developers for providing certain Maintenance Services in the said sale building shall maintain the Sale Building until such time as the society/Common Organization of the Purchasers is formed and takes charge of the property. Provided that the Purchaser alongwith the other members of the said Society/Common Organization of flat Purchaser/s shall be entitled to enter into Maintenance and Service Agreement, with the Developers and/or the said Agency appointed by the Developers at their own cost and risk.

(n) It is in the interest of the Purchaser to help the Maintenance Agency in effectively keeping the Flat and the same building secured in all ways. The Purchaser hereby agrees and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Purchaser that the entire internal security of the premises shall be sole responsibility of the owner/purchaser/occupant and the Developers or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/purchaser/occupant due to any security lapse within and in respect of the Flat hereby agreed to be purchased by the Purchaser/s.

(o) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.

42. It is further agreed by the Purchaser/s that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage in side of the said Premises and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs,

etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/permissions of the Developers and/or the Common Organization or of any appropriate authority, required, if any, in case of Waterproofing of the entire floor of the said Premises to be carried out by Purchaser/s, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Purchaser(s) that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said Premises and that Plans and details for interior work should be submitted to the Developers and/or the Common Organization for approval and that the work must be carried out in accordance with the approval/permission of the Developers and/or the Common Organization. It is further agreed that the Purchaser(s) shall keep deposited Rs.1,00,000/- (Rupees One Lakh Thousand only) with the Developers and/or the Common Organization as a deposit which shall be used by the Developers and/or the Common Organization to rectify damage caused, if any, to the said structure or common property or others' property during interior works. That the decision of the Developers and/or the Common Organization in this respect shall be final and binding on the Purchaser(s).

43. The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted.
44. The Purchaser/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the SRA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Developers the same shall be reimbursed by the Purchaser/s to the Developers in proportion of the said Premises agreed to be acquired by the Purchaser/s and in determining such amount, the decision of the Developers shall be conclusive and binding upon the Purchaser/s.
45. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the SRA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said Property and/or the said building standing thereon, the same relating to the period after the Purchaser is put in possession of the said Premises shall be borne and paid by the Purchaser/s in proportion to the saleable area occupied by it.

46. The Purchaser/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to MMRDA or SRA or MCGM or Metropolitan Commissioner or any other authority for execution of lease of the said free sale plot in favour of the said Common Organization and/or for execution of this Agreement is the responsibility of the Purchaser/s. The expenses, charges, fees etc. for obtaining lease deed from MCGM/SRA/Concerned authority in respect of the said Property in favour of the Common Organization to be formed for the Building Rs. 30,000/- (Rupees Thirty Thousand only) including stamp duty and registration charges in respect thereof shall be borne and shared by the occupants of the Building.
47. The Purchaser/s has:
- (a) taken inspection of all relevant documents and has satisfied themselves fully in respect of the Developers' title to the develop the Property and the said Premises prior to the execution of this Agreement and the Purchaser/s doth hereby accepts the same and agree not to raise any requisition or objection/s or dispute relating thereto at any stage; and
 - (b) read and understood and is fully aware of the terms and conditions of Development Agreement dated 26 July 2011, the said writings, Intimation of Approval, Commencement Certificate and all the plans, designs and specifications prepared by the Developers' Architects and the Developers rights, liabilities and responsibilities thereunder and in respect of the said Property and the Building and has no objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is aware of the fact that the Developers have agreed to sell and transfer the said Premises to the Purchaser/s relying on the assurance and declaration of the Purchaser/s that they have no objection to the same.
48. The Purchaser/s for themselves with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Developers as follows:
- (a) To abide by the terms and conditions of the said Common Areas and Facilities Agreement;

- (b) To maintain at the Purchaser's own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Building , staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;
- (c) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building including entrances of the Building and in case any damage is caused to the Building and/or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable to carry out the repair at the Purchaser's cost;
- (d) To carry at their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in the said Premises or to the Building or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
- (e) Not do or suffer to be done anything in the said Premises or to the Building or the said Premises which is in contravention of Clause 48 (d). And in the event of the Purchaser/s committing any act in contravention of the said Clause 48 (d) above the Purchaser/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Purchaser's cost;

- (f) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said free sale building and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Partis or other structural members in the said Premises without the prior written permission of the Developers and/or the said Common Organization and in the event so such damage the Purchaser shall indemnify the Developers and/or the Common Organization for the same;
- (g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- (h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the Building;
- (i) Pay to the Developers within 7 (seven) days of demand by the Developers, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the Building;
- (j) To bear and pay increase in local taxes, water charges, insurance and such other levies, 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 said Premises by the Purchaser/s viz. user for any purposes other than purpose for which the same is allotted;
- (k) The Purchaser/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Premises or the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully

paid-up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Developers;

- (l) The Purchaser/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Property, the said building, the Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization 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 out-goings in accordance with the terms of this Agreement;
- (m) Till the conveyance / lease / sub-lease of the said Property and the Building is executed in favour of the Common Organization the Developers and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said Property, and the Building or any part thereof.
- (n) In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Developers, the Purchaser/s hereby agrees to reimburse the same to the Developers in proportion to the area of Flat / Units / Premises / Parking space / Garage etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Developers shall be conclusive and binding upon the Purchaser/s.
- (o) The Purchaser/s shall insure and keep insured the said Flat against loss or damage by fire or any other calamities for the full value thereof.
- (p) The Purchaser/s agrees that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it

shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.

- (q) In case MSEB or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Purchaser/s in proportion to the area of their respective Flat / Units / Premises agreed to be acquired by them.
- (r) Until the said property together with the said building is conveyed as aforesaid, the Developers will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The Purchaser/s alongwith other flats/parking space Purchaser/s and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Developers.

49. Notwithstanding any other provisions of this Agreement the Developers shall be entitled to, at the Developers sole and absolute discretion:

- (a) to decide from time to time when and what sort of document of transfer should be executed in whose favour.
- (b) to have a society and/or limited company and/or any other body or bodies of Purchasers formed and constituted as contemplated herein.
- (c) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time.
- (d) have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds things done or caused to be done by the said Purchaser if the Purchaser is not co-operative or unwilling to follow or observe the policy formulated by the said Developers for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government

of India or the State Government of Maharashtra as the case may be and or propagating any message or information or things which may adversely affect the interest of the Developers and/or persons associated with the Developers till the final conveyance given by the Developers to the society and/or limited company as may be formed or incorporated as contemplated herein.

- (e) to cause to be and/or sub-leased or transferred the said building and/or buildings together with the said property i.e. land underneath the building and appurtenant land i.e. compulsory open space required under law in favour of such society and/or limited company and/or other associations as the case may be.
 - (f) to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various flat purchaser may be transferred and/or conveyed/assigned/ leased.
 - (g) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.
50. For any amount remaining unpaid by the Purchaser/s under this Agreement, the Developers shall have first lien and charge on the said Premises agreed to be allotted to the Purchaser/s.
51. This Agreement sets forth the entire Agreement and understanding between the Developers and the Purchaser/s and supersedes, cancels and merges :
- (a) All Agreement, negotiations, commitments writings between the Purchaser/s and Developers prior to the date of execution of this Agreement.
 - (b) All the representation, warranties commitments etc. made by the Developers in any documents, brochures, hoarding etc. and /or through on any other medium.
 - (c) The Developers shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations,

warranties and or compliance thereof other than expressly agreed by the Developers under this Agreement.

52. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of the said Property and the said Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Developers, until the said Property and the said Building is leased to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Developers as agreed to and specified herein and of the other purchasers of units and premises as herein stated.
53. It is further expressly clarified, agreed and understood by and between the parties hereto that the lower stilt and upper stilt, center portion of the Mechanical car parking space, all open spaces of the compound and the common terrace above the topmost floor of the said Building shall always absolutely and exclusively belong to the Developers and the Developers shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said Building. The Developers shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or the said Common Organization and neither the Purchaser/s nor the said Common Organization shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Developers shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Developers deem fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ allottees. It is hereby expressly agreed that in case of further expansion more particularly the vertical expansion of the said Building by way of additional floor/s, the Developers shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to

the Developers and the Purchaser/s and/or the said Common Organization shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Purchaser/s will permit the authorised representative/s deputed by the Developers/said Common Organization to go to the said common terrace to install, check up and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favour of the Developers shall be covenants running with the land and shall form part of the assignment/sub-lease when executed in favour of the said Common Organization.

54. The Purchaser/s hereby agrees, undertakes and covenants with the Developers that neither he/she/they, nor the said Common Organization shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Developers under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Developers as mentioned herein, and the Purchaser/s and the said Common Organization shall be bound and liable to render to the Developers, all necessary assistance and co-operation, to enable it to exercise and avail of the same.
55. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.
56. The Purchaser/s and Developers shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Developers shall attend the Office of the Sub-Registrar and admit the execution thereof.
57. All letters, notices, circulars, receipts issued by the Developers as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Purchaser/s and shall discharge the Developers completely and effectually of its obligations, if sent to the Purchaser/s under Certificate of Posting or registered Post Acknowledgement Due at the following address (or at any other address as may have been subsequently notified by the Purchaser/s as and by

way of change of address and if such change is confirmed by the Developers) :

58. The Developers shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
59. This Agreement shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Developers and the rules made thereunder.
60. All costs charges and expenses in connection with the formation of the Common Organization as well as the costs of preparing and engrossing the deed of lease or any appropriate document/deed in respect of the said property and the said Building in favour of the Common Organization, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Developers as well as the entire professional costs of the Attorneys of the Developers for preparing and approving all such documents shall be borne and paid by the Common Organization or proportionately by all the purchasers in the said Building. The share of the Purchaser/s in such costs, charges and expenses shall be paid by him/her/them immediately on when required.
61. The purchaser is aware of the provisions of law wherein service tax has been levied on construction services. The purchaser shall be bound and liable to pay such taxes if any. The purchaser hereby agrees and undertakes to pay the same if and when becomes payable.
62. The Courts at Mumbai Dist shall alone have exclusive jurisdiction to try any disputes arising between the parties under this agreement for sale.
63. The Purchaser hereby declares that they has gone through the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and

conditions of the same and the Purchaser after being fully satisfied with the contents has entered into this agreement.

64. The Stamp Duty and Registration charges payable on this Agreement shall be borne and paid by the Purchaser/s alone.

65. The Permanent Account Numbers of the parties hereto are as under:

Name	Permanent A/c. No.
.....	
.....	

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

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of “the said Property”)

ALL THAT pieces and parcels of free-hold land admeasuring about 1356.252sq. yds. equivalent to 1134 sq. meters, bearing C.T.S. No. 568 (1 to 15), together with four buildings standing thereon bearing ward and street no. P-3866(1A)-31, P-3863-31/1, P-3864-31/2 and P-3865-31/3 known as “Jalan Niwas A”, “Jalan Niwas B”, “Jalan Niwas C”, “Jalan Niwas D” (**“the said existing buildings”**) in P/N Ward (previously “P” Ward) of Bombay Municipal Corporation at Jakaria Road, Malad (West) Mumbai – 400 064, Village – Malad (South) Taluka – Borivali and delineated in RED colour boundary line on the Plan annexed and in the Mumbai Suburban District and represented by red colour hatch and bounded as follows:

On or towards the West	:	44’0” wide Zakaria Road	;
On or towards the North	:	44’0” wide Zakaria Road and	
		44’0” wide Kishan Road	;
On or towards the East	:	44’0” wide Kishan Road	;
On or towards the South	:	Plot CTS No. _____	:

LIST OF COMMON AREAS AND FACILITIES
(Nature, extent and description of common areas and facilities/limited common areas and facilities)

LIMITED AREA

Terraces/deck/flowerbed, which are adjacent to premises, shall belong to and are meant for the exclusive use of such Purchasers alone.

RESTRICTED COMMON AREAS AND FACILITIES

- 1. Landing in front of stairs on the floor on the particular premises is located, as a mere access to the premises but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the premises on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.
- 2. Mechanical Car parking spaces in the upper basement/lower basement/upper stilt/ lower stilt in the free sale building.
- 3. Mobile Service Provider room, MTNL Room, IBS System tower.
- 4. Underground flushing and domestic water tank and water supply, rain water harvest system, façade cleaning system (rope way and gondola), CCTV. The Purchaser will have a proportionate undivided interest in the above, subject to the proportionate reduction therein in case additional premises are constructed in the said free sale building. All areas not covered under “common areas and facilities” including open spaces, terrace, parking spaces are restricted areas and facilities and the Developers shall have absolute rights to dispose of the same as the Developers may deem fit.

SIGNED AND DELIVERED by the) FOR **Karmvir Intelligent Housing Pvt. Ltd**
withinnamed Developers :)
KARMVIR INTELLIGENT)
HOUSING PRIVATE LIMITED)
Through its Director)
Mr.Karmvirsingh Rajpurohit)
in the presence of :)
1.
2.

SIGNED AND DELIVERED by the)
withinnamed Purchasers :)
SHRI/SMT/KUM/M/S.)
1. Mrs. Bhavna M. Mheta)
2. Mrs. Rekha K. Mheta)

in the presence of:

- 1.
- 2.

RECEIVED the day and year first hereinabove)
written of and from the withinnamed Purchaser/s)
the sum of Rs. _____ /- (Rupees _____)
_____ by Cheque no. _____)
dated _____ drawn on _____)
as and by way of earnest money as mentioned)
hereinabove to be paid by him/her/them to us.)

WITNESS :

WE SAY RECEIVED

For Karmvir Intelligent Housing Pvt. Ltd.

- 1.
- 2.

(DEVELOPERS)

For KARMVIR INTELLIGENT HOUSING PVT LTD.


Authorised Signatory