

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made this _____ day of _____ in the Christian Year Two Thousand _____, **BETWEEN M/S VORA ESTATE DEVELOPERS** (formerly known as M/s. LEELA ESTATE DEVELOPERS), a partnership firm having its Registered Office at A/13, Dattani Towers, Kora Kendra, S.V. Road, Borivali (West), Mumbai 400 092, hereinafter referred to as **“THE BUILDERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being constituting the said firm, the survivors or survivor of them and the heirs, executors, administrators of the last survivor and their, his or her assigns) of the **One Part; AND** **MR/ MRS / M/s** _____

Hereinafter referred to as **“THE PURCHASER/s”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the **Other Part:**

WHEREAS

- (1) Prior to 27th June, 1994 one Radhabhai Beniprasad Sharma and Pradeep kumar Beniprasad Sharma for self and as karta and manager of his Hindu undivided family consisting of himself, his wife Urmila and their two minor daughters Pooja and Poonam were seized and possessed of or otherwise well and sufficiently entitled to land situate lying and being at Revenue

Village Malad (East) bearing Survey No.329 (Part), CTS No.436 A/1 (Part) and 436 A/1, 1 to 12 admeasuring 736 sq.mtrs. (as 60 square meters was acquired by the Municipal Corporation of Greater Bombay ("the Corporation") and 40 sq.mtrs. was taken over by Smt. B.M. Sharma and others out of the total area of 836 sq.mtrs.) in the Registration District and Sub-District of Bombay City and Bombay Suburban and more particularly described Firstly in the First Schedule hereunder written (hereinafter referred to as "the First Schedule hereunder written (hereinafter referred to as "the first property"). The first property had structures and was fully tenanted;

- (2) Prior to 8th July, 1994 one Smt. Bhagyavati Murlidhar Sharma, Laxmikant Murlidhar Sharma, Kamalkant Murlidhar Sharma, Rajnikant Murlidhar Sharma and Shrikant Murlidhar Sharma were seized and possessed of or otherwise being at Revenue Village Malad bearing Survey No.329 (part) Old Survey No.127 (part) CTS No.436-A/1 (part) and CTS No.436 A/1 (13) admeasuring 50 sq. yards equivalent to 42.3 sq. mtrs. together with major portion of a well and one structure admeasuring about 15.7 sq.mtrs. equivalent to 18.7 sq. yards or thereabouts in the Registration District and Sub-District of Bombay City and Bombay Suburban (hereinafter referred to as "the second property") and more particularly described Secondly in the First Schedule hereunder written. The second property had a structure which was tenanted;
- (3) By a Conveyance dated 27th June, 1994 and made between Radhabai Beniprasad Sharma of the one part and the Builders of the other part and lodged for registration at the office of the Sub-registrar of Assurances at Bandra under Sr.No.4117/94 of 1994 the said Radhabai Beniprasad Sharma conveyed and transferred unto the Builders her undivided share right title

and interest in the first property subject to the tenancies and the structures standing thereon;

- (4) By another Conveyance also dated the 27th June, 1994 and made between Pradeep Kumar Beniprasad Sharma for self and as karta and manager of his HUF and as father and natural guardian of his two minor daughters Pooja and Poonam and Urmila Pradeep Kumar Sharma of the one part and the Builders of the other part and lodged for registration at the office of the Sub-Registrar of Assurance at Bandra under Sr.No.4118/94 of 1994, the said Pradeep Kumar Beniprasad Sharma and others conveyed and transferred unto the Builders their respective undivided share right title and interest in the first property subject to the tenancies and the structures standing thereon;
- (5) By a Conveyance dated the 8th July, 1994 and made between Smt. Bhagawati Murlidhar Sharma, Laxmikant Murlidhar Sharma, Kamalkant Murlidhar Sharma of the one part and the Builders of the other part and lodged for registration at the office of the Sub-Registrar of Assurance at Bandra under Sr. No.235/94 of 1994, the said Smt. Bhagyavati Murlidhar Sharma and others conveyed and transferred unto the Builders their respective undivided share right title and interest in the second property subject to the tenancy and the structure standing thereon;
- (6) In the premises the Builders are entitled to the first property and the second property (hereinafter collectively referred to as “the said property”);
- (7) On an application made by the Builders to the Competent Authority under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976, the Additional Collector and competent Authority by his letter dated 19th August,, 1994 bearing

No.C/ULC/D-XV/Misc/WS-490/94 issued a non-vacant land certificate declaring the said property as non-vacant.

- (8) The Builders submitted plans to the corporation for construction of a building on the said property and obtained IOD bearing No E.B./CE/6742/BS/AP dated 12th July, 1995 and plinth Commencement Certificate dated 9th October, 1995. Those plans were lastly amended on 11th October, 1996 for Shops and Dispensary and one flat on ground floor and 3 upper floors consisting of two residential flats on each upper floor. The commencement Certificate was then extended lastly upto Ground plus three upper floors on 6th January, 1997 ;
- (9) The Builders have successfully negotiated with all the tenants and occupants of the various structures and have demolished the same for constructing a new building thereon in accordance with the sanctioned plans;
- (10) Certificates of title, issued by Ms. R. D'Cunha, Solicitors and Advocates relating to the title of the first property is annexed hereto and marked "A-1" and issued by Mr. R.M. Sharma, Advocate relating to the title of the second property is annexed hereto and marked "A-2".
- (11) In the 7/12 Extract the said Radhabai Beniprasad Sharma is shown as the owner of the said property. The copy of the said extracts along with their respective mutation entries and property register card is annexed hereto and marked "B".
- (12) The ground floor plan and the typical floor plan of the said flats/shops/parking space/garage as sanctioned by the Corporation is annexed hereto and marked "C" and "D" respectively. The specification in respect of the said premises is described in the Second Schedule hereunder written and common facilities to be enjoyed by the Purchaser/s in

COMMON with the other purchasers are described in the Third Schedule hereunder written;

- (13) The builders has developed the said property and has constructed a building known as “VORA AASHISH-I” (hereinafter referred to as the “the said building”) on the said property consisting of Ground plus seven upper floors;
- (14) The Purchaser/s has/have seen/caused to be seen the said property prior to this Agreement. The Purchaser/s has/have also taken inspection of the sanctioned plans, site plan and all documents referred to herein;
- (15) The Builders have appointed Mr. H.A. Mehta as a Architect for the said Building for approval of plans and for obtaining other sanctions;
- (16) The Builders have informed the Purchaser/s that the Builders shall be selling the Flats/Shops/Parking space/ Garage on what is popularly known as “ownership basis” with a view ultimately that the Purchaser herein can become a member of the Society already formed by the other Purchasers of other premises in the said Building. The Builders shall get executed necessary Conveyance of the said property in favor of such Co-operative society on completion all formalities in respect of the said Building.
- (17) The Purchaser/s has/have agreed to acquired from the Builders flat/shop No._____ on _____floor having an area _____ Sq.ft (Carpet area as per the definition of RERA) in the said Building with full notice of the terms and conditions contained in the documents referred to hereinabove and subject to the terms and conditions hereinafter appearing;
- (18) The Builder have now registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (for short “the said Act”) with the Real Estate Regulatory

Authority at Mumbai under Serial/Registration No._____,
photocopy of which is annexed hereto.

- (19) The Purchaser/s has/have demanded from the Builders and the Builders have given Xerox copies of the documents and also given inspection to the Purchaser/s of all the documents of title relating to the said property the various orders, and the plans, designs and specification prepared by the Developer's Architects and all such other documents as are specified and/or required to be shown to Purchaser/s under the Real Estate (Regulation and Development) Act, 2016 (for short "the Act") and the Rules framed thereunder by the Government of Maharashtra (for short "the Rules");
- (20) Under section 13 of the said Act the Builders are required to execute a written agreement for Sale of said premises with the Purchaser/s, being in fact these presents and also to register the said agreement under the Indian Registration Act.

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

1. The Purchaser/s hereby agrees/s to purchase from the Builders and the Builders hereby agrees to sell to the Purchaser/s on ownership basis Flat No. _____ on _____ floor in the building known as "VORA AASHISH- 1" admeasuring _____ sq.ft. carpet area (carpet area with internal columns and walls means the net useable floor area of the said flat excluding the area covered by the external walls, area under service shafts, excluding balcony area, veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the said flat) (hereinafter referred to as the "said premises") and shown in the copy of the pan annexed hereto and surrounded by a red

colored boundary line thereon at or for the lump sum price of Rs._____ (Rupees_____only) which includes the proportionate price of the common areas and facilities appurtenant to the said premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule hereunder written. The said price is fixed on lump sum basis and has no bearing on actual admeasurements.

2. The Purchaser/s hereby agree/s to pay to the Builders the said total amount of purchase price of Rs._____ (Rupees _____ Only) in the following manner:

- a) Rs_____-/- on or before execution hereof (The Builder admit and acknowledge the receipt thereof and acquit, release and discharge the Purchaser from the liability thereof forever)
- b) Rs_____-/- within _____ days from execution hereof.

The Purchaser/s shall also bear and pay sales tax, Value Added Tax (VAT), Goods and Service tax and any other taxes, charges or fees levied by the State and/or Central Government, either w.e.f. after the execution of this agreement or with retrospective effect, as the case may be, if any levied on the sale of the said shop/flat.

3. The time for balance payment shall be essence of the contract.
4. In view of the provisions of the said Act and the Rules framed thereunder, the Developers are required to set apart and deposit in a separate designated bank account part of the sale proceeds/consideration which the Developers will receive from time to time from the various Purchasers of the premises in the said Building and further follow the mechanism of utilization of such amount or amounts as per the rules prescribed in the said Act.
5. The Builders hereby agree 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 of the plans or thereafter and shall, before handing over possession of the said premises to the Purchaser/s, obtain from the Corporation occupation and/or completion certificates in respect of the said premises.

6. The Purchaser hereby confirms that in compliance of the provisions of the concerned and applicable statutes/regulations the Builders may required to relocate the Recreation Ground (RG), relocation of the parking layout, re-alignment of D.P. Road and compliance of reservations, if any. The Builders are accordingly entitled to and have every right and authority to relocate the RG amend the parking plan/Layout, re-align the D.P. Road and comply with the reservations as required from them by the Concerned Authorities. The Purchaser hereby confirms the aforesaid right of the Builder and hereby give irrevocable consent to do and perform various acts, deeds, things and matters including to apply for and obtain further and other permissions, approvals, orders, sanctions, amendments, modifications in the sanctioned Layout.
7. The Builders hereby declare that the base floor spaces Index available in respect of the said land is 869.66 sq.mtrs. only and that no part of the said floor space index has been utilized by the Builder elsewhere for any purpose whatsoever. In case the floor space index has been utilized by the Builders else where, the Builders shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said floor space index by them. In case while developing the said land the Builders have utilized any floor space index the same shall be disclosed by the builders to the Purchaser/s. The residual F.A.R. (F.S.I.) in the plot or the layout not consumed will be available to the Builders till the Conveyance is granted to the society.

8. The Purchaser/s has/have prior to the execution of this Agreement satisfied herself/himself/themselves about the title to the said property and has accepted the same and shall not be entitled to any further investigation relating thereto. Certificates of title to the said property are annexed and marked "A-1" and "A-2".
9. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s, by registered post A.D./under certificate of posting at his/her/their address specified below:
- _____
- _____
- _____
10. Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever in to or over the said property or flats/shop/parking space/ garage or any part thereof. Such conferment shall take place only upon the execution of conveyance in favor of a co-operative society formed by the purchasers of different premises in the said building as hereinafter stated.
11. It is agreed that if the Floor space Index is not consumed in full in the constructions of the said premises and other constructions to be put up and/or if any additional land is taken by the Builders for development near the said property and if before the transfer of the property to a Co-operative Society or an incorporated Body any further construction on the said property is allowed in accordance with the rules and regulations of the Corporation and/or other local authority, then the Builders would be entitled to put up additional and/or other constructions and/or change the location of the facilities without any let or hindrance by the Purchaser/s and to sell the additional premises thus available on ownership basis and to receive and appropriate the sale

proceeds in respect thereof. It is however agreed by the Builders that they will not construct such additional or other structure so as to adversely affect the area or the location of the premises agreed to be sold to the Purchaser/s.

12. Irrespective of handing over of the possession of the said premises to the Purchaser/s and execution of the Deed of conveyance of the said property in favor of the Co-operative Housing Society of the Purchaser/s of the premises in the building constructed on the said property, the Builders shall be entitled to the Transferable Development Rights in respect of the said property and also to utilize the same on the said property by constructing separate structure/building or by putting up additional floors on the building already constructed on the said property or to avail of said rights for Builders other properties/projects. The Builders shall also be exclusively entitled to the benefits of the increased F.S.I. compensation in terms of F.S.I. or money in respect of the said property which may be granted or made available by State Government authorities, local authorities and the Corporation. The Purchaser/s shall not raise any objections to the Builders utilizing all the said rights or exercising the same and benefits in respect of the said property as stated above.

13. The Purchaser/s shall have no claim save and except in respect of the premises hereby agreed to be acquired. All open space, lobbies, staircases, etc. will remain the property of the Builders until the whole property is transferred to the proposed Co-operative society as hereinafter mentioned subject to the rights of the Builder as mentioned herein.

14. Under no circumstances the Purchaser/s shall be entitled to the possession of the premises unless and until all payments required to be made under or pursuant to this Agreement by the

Purchaser/s has/have been made to the Builders and other obligations, terms and conditions agreed by the Purchaser/s as mentioned in this agreement are fulfilled by the Purchaser/s .

15. The Builders shall in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be acquired by the Purchaser/s.

16. The Builders shall not be liable for any loss caused by fire, riot, strikes, earthquakes to the said premises or due to any other cause whatsoever after handing over possession of the premises to the Purchaser/s.

17. The Purchaser/s hereby agree/s and undertake/s to become member of the Co-operative Society already formed in respect of the said Building. The Purchaser/s shall be bound from time to time to sign all papers and documents and to do all other things as the Builders may require him/her/them to do from time to time for safeguarding the interest of the Builders and of other purchasers of the premises in the said Building. Upon failure to comply with the provisions of this clause, the Agreement shall ipso facto come to an end and the deposit and other monies paid by the Purchaser/s shall stand forfeited by the Builders.

18. The Purchaser/s hereby covenant/s to keep the premises, walls, drains, pipes and appurtenances thereto belonging in good and tenantable repair and conditions and in particular so as to support shelter and protect the parts of the said Building including the said premises.

19. The Purchaser/s shall permit the Builders and their surveyors and agents with or without workmen and others at reasonable times to enter in to and upon the said premises or any part thereof for the purpose of viewing or repairing any part of the premises and for the purpose of making, maintaining, rebuilding,

cleaning. Lighting, and keeping in order and in good condition all services, drains, pipes cables water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said building and also for the purpose of laying maintaining, repairing and for similar purposes.

20. The Purchaser/s shall not use the premises or permit the same to be used for any other purpose whatsoever than that permitted under the existing rules and regulation nor use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises and the neighboring properties nor for any illegal or immoral purpose.

21. The Purchaser/s shall at no time demand partition of his/her/their interest in the said property and premises, it being hereby agreed and declared by the Purchaser/s that his/r/their interest in the said property and premises is impartible and it is agreed that the builders shall not be liable to execute any documents in respect of the partition of the said premises in favor of the Purchaser/s.

22. The Purchaser/s shall not at any time demolish or cause to be demolished the premises or any part thereof. The Purchaser/s shall not close the verandah or lounge or balconies or make any alterations in the elevations and outside color scheme of the premises to be acquired by him/her/them without the prior written consent of the Builders and without obtaining the permission (if required) of the Corporation or any other public body in that behalf.

23. In the event of the society or incorporated body being formed and registered before the sale and disposal by the Builders of all the premises in the said Building as aforesaid the power of authority of the society or Incorporated Body so formed by the Purchaser/s and other purchasers of the premises shall be

subject to the overall authority and control of the Builders over all and any of the matters concerning the said Building, the constructions and completion thereof and all amenities, appertaining to the same shall be determined by the Builders in their absolute authority and control as regards the unsold premises and the disposal thereof.

24. The Builders shall have a right to dispose off the remaining premises of the said building in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Builders and the Purchasers of such remaining premises shall be accepted as members of such Co-operative Society or Incorporated Body. The Builders in that case shall not be required to pay any transfer fees or other amount to the society or to the Incorporated Body.

25. The Builders shall under normal conditions construct the building on the said property in accordance with the plans and specifications approved and sanctioned by the Corporation and seen and approved by the Purchaser/s with such variations and modifications as the Builders may consider necessary and as may be required by the Corporation or any public body or local authority. The Purchaser/s hereby agree/s that the Builders shall have absolute right to make changes, alterations, amendments and additional constructions in the said plans from time to time and the Purchaser/s hereby give/s his/her/their express consent to the same and further confirm/s that he/she/they shall have "No Objection" for the same. The Purchaser/s hereby expressly nominate/s, constitute/s an appoint/s the partners of the Builders to be the Purchaser/s Attorneys to give from time tot time consent, if any, required for any alterations in the constructions of the said Flats/Shops/Parking space/Garages in the building on the said property.

26. The Builders hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans and thereafter and shall obtain from the concerned local authority occupation and/or completion certificate in respect of the said building on the said property and shall hand over possession of the said premises to the Purchaser/s on or before 31st December, 2020. In view of application of the said Act and the Rules framed thereunder, it has been agreed by the Purchaser that in the event of delay in payment of the balance consideration and other amounts payable under these presents, within the time as stipulated, the Purchaser shall pay interest @ 2% above the prime lending rate of State Bank of India which may be prevalent on the date on which the amount becomes due. However under no circumstances such delay shall be more than 90 days from due date.
27. If the Purchaser/s shall commit default in making payment within a period mentioned in clause no 26 herein above of any amount due and payable by the Purchaser/s to the Builder under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and/or if the Purchaser/s shall commit breach of any of the terms and conditions herein contained, the Builder shall be entitled at their own option to terminate this Agreement subject to provision of the said Act and the rules framed thereunder PROVIDED ALWAYS that the power of termination contained herein shall not be exercised by the Builder unless and until the Builder shall have given to the Purchaser/s fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is 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 giving of such notice Provided that, Promoter shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at e-mail address provided by the Purchasers, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchasers fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Agreement shall stand terminated without any further intimation to the Purchasers. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchasers (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the sale consideration of the premises/flats which may till then have been paid by the Purchasers to the Developer. Return of the aforesaid amount by cheque or such other mode, shall be full discharge of the obligations of the Developer under the applicable laws/Rules made thereunder, notwithstanding the Purchasers/his/her/their banker accept/encash such cheque or other form of payment. The Developer shall then be entitled to deal with the premises in favour of their Intending Purchaser without recourse to the Purchasers herein.

28. The amenities to be provided by the Builders in the said premises are those that are set out in the Third Schedule hereunder written.
29. The Purchaser/s shall take possession of the said premises within seven days of the Builders giving written notice to the Purchaser/s intimating that the said premises are ready for use and occupation.

30. After the Builder shall have completed the entire development of the project by way of utilizing the entire FSI potential including fungible FSI and further completed all the formalities of the said Building and further complied with all the conditions of MCGM and further having obtained full Occupation Certificate for the said Building, Conveyance shall be executed within 3 months of obtaining such Occupation certificate provided the full F.S.I. is consumed, all the premises are sold and full payments are received by the Builders. At that time the Builder shall transfer or cause to be transferred to the Society or limited company as formed by the purchasers of the various premises in the said Building all the rights, title and the interest of the Builder in the said property together with the building/s by obtaining or executing the necessary conveyance of the said property along with the building standing thereon in favour of such society or Limited Company as the case may be. Such conveyance shall be executed in conformity with the provision of the said Act and rules framed thereunder.
31. The Agreement shall always be subject to the provisions contained in the said Act and the rules framed there under. The Purchaser/s shall himself/herself/themselves take the steps at his/her/their own cost for getting this Agreement registered with the Sub-Registrar of Assurance at Bombay or Bandra or at Borivali and the Builders or its Power of Attorney holder shall attend the office of the Sub-Registrar of Assurance, Bombay or Bandra or Borivali for admitting execution upon receipt of the information in writing from the Purchaser/s. The Purchaser/s will bear and pay the costs of registration charges, stamp duty etc. The Purchaser/s shall lodge this Agreement for registration within 15 days from the date hereof. Till this Agreement is not registered the Builders shall not be bound to hand over possession of the said premises to the Purchaser/s.

32. The deposits and moneys paid by the Purchaser/s to the Builders as provided hereinafter after deducting the costs, charges and expenses shall be transferred by the Builders only to the Co-operative Society as hereinabove mentioned and such deposits shall bear no interest from the day they are paid till the day they are transferred as hereinabove mentioned.
33. Commencing a week after notice in writing is given by the Builders to the Purchaser/s that the said premises are ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and premises namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights repairs salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the land and the said building. The Purchaser/s shall pay to the Builders such proportionate share of outgoings as may be determined.
34. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Builder the following amounts:
- a] Rs.100/- Entrance Fee.
 - b] Rs.250/- The Price of the Shares of the Co-operative Society Ltd. or Limited Company or for Membership Fees of Association. (and in case of a firm Rs.500/- (Rupees Five hundred Only) The entrance fee and the Purchase money for the share will be transferred to the proposed Society or Limited Company or Association and the same shall not be refundable in any event.
 - c) Rs_____-/-towards one year deposit for proportionate share of taxes, other charges and maintenance Outgoings.
 - (d) Rs. _____/- towards one time Electricity and water

Meter charges.

(e) Rs. _____/- towards onetime expenses of M.G.L.
connection approval and deposit charges.

(f) Rs. _____/- towards legal charges for preparing this
Agreement.

Total Rs. _____ /-
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35. In the event of any portion of the said property being required by the Reliance energy Limited for putting up an electric sub-station, the Builders shall be entitled to give such portion to the said Company or any other body for such purpose on terms and conditions as may be agreed by the Builders.
36. In the event of any portion of the said property being notified for set back prior to the transfer of the said property to a Co-operative Housing Society the Builder alone shall be entitled to receive the amount of compensation or TDR or other benefits for setback land.
37. The Purchaser/s for himself/herself/themselves with intention to bring all persons into whosoever hands the said premises may come, hereby covenant with the Builder as follows:-
- a) To maintain the said premises at 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 nor suffer to be done anything in or to the said premises or any passages, common facilities which may be against the rules, regulations or bye-laws of concerned local or any other authority or society incorporated body or change/alter or made addition in or to the said premises.
 - b) 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 said premises or storing of which goods are objected to, by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors may damage or likely to damage the stair cases, common passages or any other structure of the said premises including entrances of the said premises and in case any damage is cause to be said premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

- c) To carry out at his/her/their own costs all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Builders to the Purchaser/s and shall not do or suffer to be done anything in or the said premises which may be against the rules and regulations and bye-laws of the concerned local 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 consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said premises or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof nor alteration in the elevation and outside color scheme of the said premises and shall keep the portion, sewers, drains, pipes in the said premises and appurtenances thereof in good tenantable repair and conditions and in particular so as to support shelter and protect the other parts of the premises in which

the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC Pardis or other structural members in the said premises without the prior written permission of the Builder;

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property or any part thereof whereby any increase in premium shall become payable in respect of the insurance;
- f) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown outside the said premises in the compound or any portion of the said property.
- g) 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. used for any purpose other than residential/commercial purpose;
- i) The Purchaser/s shall not let, sub-let, sell, transfer, assign, give on lease or license, or part with possession of his/her/their interest or benefit of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser/s to the Builders under this Agreement are fully paid and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained prior written permission of the Builder.

38. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space/balcony in front of or adjacent to the said premises and such terrace space/balcony, are intended for the exclusive use of the purchasers of the respective

premises, the said terrace space/balcony shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authorities and the Builder/Co-operative Society.

39. All costs, charges and expenses in connection with the formation of the Co-operative Society or Incorporated Body as well as the costs of preparing, engrossing, stamping, and registering all the agreements, conveyance or any other documents required to be executed by the Builders or the Purchaser/s as well as the entire professional costs of the Solicitor of the Builders in preparing and approving all such documents shall be borne and paid by the Society or Incorporated Body or proportionately by all the holders of the premises in the said Building. The Purchaser/s shall alone pay all stamp duty, registration and other out-of-pocket expenses. The costs, charges and expenses payable by the purchaser should be paid by him/her/them immediately on demand and before taking possession of the said premises. The Builders shall not contribute anything towards such expenses.
40. 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 or any additional land 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 and all open spaces, parking spaces, lobbies, Staircase, elevators, common facilities, etc. will remain the property of the Builders.
41. Any delay or indulgence by the Builders in enforcing the terms or this Agreement or any forbearance or giving of time to the Purchaser/s by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Builders.

42. The confirmation and consent given by the Purchaser/s in favour of the Builders shall be unconditional and irrevocable and shall deemed to have been given as required under the provisions of the applicable laws including the said Act (RERA) and the Rules framed thereunder.
43. The Purchaser/s hereby confirms that in compliance of the requirement under the said Act and the Rules framed thereunder the Builders are entitled to get them registered with the Concerned competent Authority and upload the details of the Project as required under the said Act and the Rules framed thereunder.
44. The Agreement shall always be subject to the provisions of said act and rules made there under.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

FIRSTLY:

ALL THOSE pieces and parcels of land or ground situate, lying and being at Revenue Village Malad, situate at Pandit Solicitor Road, Off Rani Sati Marg, (alias Quarry Road), Malad (East), Bombay 400 097 (formerly Bombay 400 064) within Taluka Borivali, in the Registration District and Sub-District of Bombay City and Bombay Suburban bearing Survey No.329 (part), C.T.S. No.436-A/1 (part) and 436-A/1 to 12 admeasuring about 1001 square yards equivalent to 836 square meters or thereabouts.

SECONDLY:

ALL THAT pieces and parcels of small strip of land situate, lying and being at Revenue Village Malad, situate at Pandit Solicitor Road, Off Rani

Sati Marg, (Alias Quarry Road), Malad (East), Bombay 400 097 (formerly Bombay 400 064) within Taluka Borivali, in the Registration District and Sub-District of Bombay City and Bombay Suburban bearing Survey No.329 (part), Old Survey No.127 (part) CTS No.436-A/1 (pt) (13) admeasuring about 50 square yards equivalent to 42.3 square meters together with a major portion of a well and one structure admeasuring about 15.7 square meters equivalent to 18.7 sq. yards or thereabouts.

THE SECOND SCHEDULE ABOVE REFERRED TO

1. The expense of maintaining, repairing, redecorating, etc. of the building and in particular the roof, gutters and rain water pipes of the building, water pipes and electric wires, in under or upon the building or enjoyed or used by the p in common with the other occupiers of their flats and garages and th main entrance passages, landings and staircases of the building as enjoyed by the p used by him/her/them n common as aforesaid and boundary walls of the building, compound, terrace, etc.
2. The costs of cleaning and lighting the passages, landings, staircases and other parts of the building so enjoyed or used by the Purchaser/s as aforesaid;
3. Maintenance of the compound;
4. The cost of the salaries of clerks, bill collectors, sweepers, watchmen, etc.
5. The costs of working and maintenance of water pumps, lifts, water connections, lights and other services;
6. Municipal and other taxes;
7. Insurance of the building;
8. Development charges as per B.M.C. Rules;
9. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building;

THE THIRD SCHEDULE ABOVE REFERRED TO

(A) COMMON AREAS AND FACILITIES:

1. Common passage
2. Staircase and Lift Wells
3. Septic Tanks if required
4. Over head and suction water storage tanks
5. Electric Meter Room
6. Access to the building
7. Lifts machine room
8. Lift for ingress and egress for the unit purchasers, their family members, guests, visitors and servants and for the staff employed or contracted by the promoters and the owners of the Terrace or the transferees or assignees of any rights to or in respect of the terrace or parapet walls.
9. Any other common area which is expressly intended to devolve upon the Purchaser/s by virtue of this agreement and which is not expressly reserved into or retained by the Builders unto themselves.

(B) LIMITED AREAS WHICH ARE NOT ALLOWED TO BE USED:

1. Terraces attached to a particular flat except to the particular Flat holder;
2. Parking space in open/garage except allotted to the particular Flat holder;
3. Top terrace except for visiting overhead and storage Tanks and installing;
4. Advertising hoarding on terrace and/or parapet walls.

SIGNED AND DELIVERED by the)
Within named DEVELOPERS)
M/s. VORA ESTATE DEVELOPERS)
Through its Partner, Shailesh Vora)
in the presence of)

SIGNED AND DELIVERED by the)
Within named PURCHASER/s)
1.)
)
2.)
In the presence of)

RECEIVED of and from the within named)
Purchaser/s on or before the execution of)
this Agreement a sum of Rs._____/ -)
(Rupees Only))
as and by way of part consideration per)
by Cheque No._____ dated _____)
Drawn on _____ Bank)

WE SAY RECEIVED

FOR M/s. VORA ESTATE DEVELOPERS

(Partner)

WITNESS:

- 1.
- 2.